



# भारत का राजपत्र

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सं. 38] नई दिल्ली, सितम्बर 11—सितम्बर 17, 2016, शनिवार/भाद्र 20—भाद्र 26, 1938  
No. 38] NEW DELHI, SEPTEMBER 11—SEPTEMBER 17, 2016, SATURDAY/ BHADRA 20— BHADRA 26, 1938

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके  
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड ( ii )

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications Issued by the Ministries of the Government of India  
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 23 अगस्त, 2016

का.आ. 1903.—राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 9(2) के उप-खंड (ख) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन और अंतरण) अधिनियम, 1970/1980 की धारा 9 की उप-धारा 3(छ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री जयंत पुरुषोत्तम गोखले (जन्म तिथि: 09.09.1956) को उनकी नियुक्ति की अधिसूचना की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, सिंडिकेट बैंक के निदेशक मण्डल में सनदी लेखाकार (चार्टर्ड अकाउटेंट) श्रेणी के अंतर्गत अंशकालिक गैर-सरकारी निदेशक नामित करती है। उनकी नियुक्ति सिंडिकेट बैंक के बोर्ड में कार्यभार ग्रहण करने से पूर्व एलआईसी नोमुरा म्युचुअल फंड एसेट मैनेजमेंट कंपनी लि. के बोर्ड से उनके त्याग-पत्र के अध्यधीन है।

[फा. सं. 6/48/2015-बीओ-I]

ज्ञानोत्तोष राय, अवर सचिव

**MINISTRY OF FINANCE**  
**(Department of Financial Services)**

New Delhi, the 23rd August, 2016

**S.O. 1903.**—In exercise of the powers conferred by sub-section 3 (g) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub clause (b) of clause 9 (2) of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby nominates Shri Jayant Purushottam Gokhale (DOB: 09.09.1956), as Part-time Non-official Director under Chartered Accountant category on the Board of Directors of Syndicate Bank for a period of three years, from the date of notification of his appointment or until further orders, whichever is earlier. His appointment is subject to his resignation from the Board of LIC Nomura Mutual Fund Asset Management Company Ltd., before joining the Boards of Syndicate Bank.

[F. No. 6/48/2015-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 24 अगस्त, 2016

**का.आ. 1904.**—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1) और खण्ड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, बैंक आफ इंडिया के महाप्रबंधक श्री गोपाल मुरली भगत (जन्म तिथि 05.07.1960) को उनके पदभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, कार्पोरेशन बैंक में कार्यपालक निदेशक के पद पर नियुक्त करती है।

[फा.सं. 4/5/2015-बीओ-I(पार्ट)/कं.नं. 76820]

ज्ञानोत्तोष राय, अवर सचिव

New Delhi, the 24th August, 2016

**S.O. 1904.**—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub clause (1) of clause 3 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby appoints Shri Gopal Murli Bhagat (DOB: 05.07.1960), General Manager, Bank of India as Executive Director, Corporation Bank for a period of three years with effect from the date of his taking over charge of the post or until further orders, whichever is the earliest.

[F.No. 4/5/2015-BO.I (pt.)/C.No. 76820]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 24 अगस्त, 2016

**का.आ. 1905.**—बीमा विनियामक और विकास प्राधिकरण अधिनियम, 1999 (1999 का 41) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री वी. के. गुप्ता के स्थान पर श्रीमती सुषमा नाथ, पूर्व वित्त सचिव को उनके पदभार ग्रहण करने की तारीख से पांच वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, भारतीय बीमा विनियामक और विकास प्राधिकरण (आईआरडीएआई) में अंशकालिक सदस्य के रूप में नियुक्त करती है।

[फा.सं. 11/6/2003-बीमा- III]

एस. के. मोहन्ती, अवर सचिव

New Delhi, the 24th August, 2016

**S.O. 1905.**—In exercise of the powers conferred by Section 4 of the Insurance Regulatory and Development Authority Act, 1999 (41 of 1999), the Central Government hereby appoints Smt. Sushama Nath, Ex-Finance Secretary, as Part-time Member of the Insurance Regulatory and Development Authority of India (IRDAI) vice Shri V.K.Gupta for a period of five years with effect from the date of assumption of the charge of the post, or until further orders, whichever is earlier.

[F. No. 11/6/2003-Ins. III ]

S. K. MOHANTY, Under Secy.

## कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

( कार्मिक और प्रशिक्षण विभाग )

नई दिल्ली, 7 सितम्बर, 2016

**का.आ. 1906.**—केन्द्र सरकार, एतद्वारा दिल्ली पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 की सह-पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए पंजाब प्रदेश सरकार के गृह एवं जेल विभाग की अधिसूचना सं. 7/76/2016-4एच4/1533 जोकि इंडोसर्मेट सं. 7/76/2016-4एच4/1534 दिनांक 24.08.2016 द्वारा जारी की गई है, से प्राप्त सहमति से पुलिस स्टेशन डिवीजन सं. 4, पुलिस कमिशनरेट जालंधर, पंजाब में कथित हत्या के प्रयास के षड्यंत्र के संबंध में दर्ज केस एफआईआर संख्या 113 दिनांक 06.08.2016 अंतर्गत धारा 307, 34 आईपीसी 25, 27, 54, 59 आर्म्स एक्ट से संबंधित अपराधों के अन्वेषण के संबंध में दिल्ली विशेष पुलिस स्थापन के सदस्यों की शक्तियों और अधिकार क्षेत्र संपूर्ण पंजाब राज्य पर करती है।

[फा. सं. 228/41/2016-एवीडी-II]

एल. पी. शर्मा, अवर सचिव

## MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

## (Department of Personnel and Training)

New Delhi, the 7th September, 2016

**S.O. 1906.**—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Punjab, Department of Home Affairs and Jails (Home-IV Branch) vide Notification No. 7/76/2016-4H4/1533 issued vide Endst. No. 7/76/2016-4H4/1534 dated 24.08.2016, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Punjab for investigation of Case FIR No. 113 dated 06.08.2016 under Section 307, 34 IPC Section 25, 27, 54, 59 Arms Act, Police Station Division No. 4, Police Commissionerate Jalandhar, Punjab and to unearth the conspiracy in relation to or in connection with the said incident of attempt to murder and any other offence committed in the course of the same offence or arising out of the same fact or facts.

[F. No. 228/41/2016-AVD-II]

L. P. SHARMA, Under Secy.

नई दिल्ली, 9 सितम्बर, 2016

**का.आ. 1907.**— केन्द्र सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उपधारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एर्नाकुलम स्थित केरल के माननीय उच्च न्यायालय में दिल्ली विशेष पुलिस स्थापना (सीबीआई) संस्थापित सीबीआई मामला आरसी 07(ए) / 2007, सीबीआई, एसीबी, चेन्नई में उपस्थित होने तथा इनसे उत्पन्न प्रासंगिक अन्य मामलों में अपील, पुनरीक्षण का संचालन करने के लिए श्री परमजीत सिंह पटवालिया, भारत के अपर महा-सॉलिसिटर को उनकी नियुक्ति की तारीख से तीन वर्षों के लिए अथवा अगले आदेशों तक, जो भी पहले हो, विशेष लोक अभियोजक के रूप में नियुक्त करती है।

[फा. सं. 225/08/2016-एवीडी-II]

डॉ. बी. वी. आर. सी. पुरुषोत्तम, उप सचिव

New Delhi, the 9th September, 2016

**S.O. 1907.**—In exercise of the powers conferred by sub-section (8) of section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints Shri Paramjit Singh Patwalia, Additional Solicitor General of India as Special Public Prosecutor for appearing in CBI Case RC 07(A)/2007, CBI, ACB, Chennai instituted by the Delhi Special Police Establishment (C.B.I.) in the Hon'ble High Court of Kerala at Ernakulam in appeals/revisions or other matters connected therewith and incidental thereto for a period of three years from the date of appointment or disposal of the case or further order whichever is earlier.

[F.No. 225/08/2016-AVD-II]

Dr. B.V.R.C. PURUSHOTTAM, Dy. Secy.

## विदेश मंत्रालय

( सी.पी.वी. प्रभाग )

नई दिल्ली, 23 अगस्त, 2016

**का.आ. 1908.**—राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 (1948 का 41) की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के प्रधान कोंसलावास, हैमबर्ग में श्री हितेंद्र कुमार, सहायक अनुभाग अधिकारी को दिनांक 23 अगस्त, 2016 से सहायक कोंसुलर अधिकारी के तौर पर कोंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी-4330/01/2016]

प्रकाश चन्द, उप सचिव (कोंसुलर)

## MINISTRY OF EXTERNAL AFFAIRS

(CPV DIVISION)

New Delhi, the 23rd August, 2016

**S.O. 1908.**—Statutory Order in pursuance of the clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Hitender Kumar, Assistant Section Officer as Assistant Consular Officer in Consulate General of India, Hamburg to perform the Consular services with effect from 23 August, 2016.

[No. T-4330/01/2016]

PRAKASH CHAND, Dy. Secy. (Consular)

## नागर विमानन मंत्रालय

(एएआई अनुभाग)

नई दिल्ली, 30 अगस्त, 2016

**का.आ. 1909.**—भारतीय विमानपत्तन प्राधिकरण अधिनियम, 1994 (1994 का 55) की धारा 3 के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतद्वारा श्री बी.एस. भुल्लर, अपर सचिव, नागर विमानन मंत्रालय और नागर विमानन महानिदेशक (अतिरिक्त प्रभार) को सुश्री एम सत्यावती, पूर्व नागर विमानन महानिदेशक के स्थान पर तत्काल प्रभाव से भारतीय विमानपत्तन प्राधिकरण बोर्ड में पदेन सदस्य के रूप में नियुक्त करती है।

[सं. एवी-24015/5/2013-एएआई]

के. वी. उन्नीकृष्णन, अवर सचिव

## MINISTRY OF CIVIL AVIATION

(AAI SECTION)

New Delhi, the 30th August, 2016

**S.O. 1909.**—In exercise of the powers conferred under Section 3 of the Airports Authority of India Act, 1994 (No.55 of 1994), the Central Government hereby appoints Shri B. S. Bhullar, Additional Secretary in the Ministry of Civil Aviation and Director General of Civil Aviation (Additional Charge) as Ex-officio Member on the Board of Airports Authority of India vice Ms. M Sathiyavathi, former Director General of Civil Aviation, with immediate effect.

[No. AV- 24015/5/2013-AAI]

K. V. UNNIKRISHNAN, Under Secy.

नई दिल्ली, 8 सितम्बर, 2016

**का.आ. 1910.**—मंत्रिमंडल नियुक्ति समिति के दिनांक 14 जुलाई, 2016 के आदेश सं. 36/02/2016-ईओ (एसएम.आई) के अनुसरण में, केन्द्र सरकार एतद्वारा श्री गुरुप्रसाद मोहापात्रा, आईएएस (जीजे:1986) को दिनांक 19 जुलाई,

2016 (पूर्वाहन) से दिनांक 12 अक्टूबर, 2019 या अगले आदेशों तक, जो कोई भी पहले हो, एचएजी वेतनमान (रु.67000-79000/-) में (संशोधनपूर्व) में भारतीय विमानपत्तन के अध्यक्ष के रूप में नियुक्त करती है। अधिकारी की इस नियुक्ति को कार्मिक और प्रशिक्षण विभाग के दिनांक 15.01.2015 के कार्यालय ज्ञापन सं. 26/04/2011-ईओ (एसएम-1) (भाग-II) के अनुसार भारत सरकार में अपर सचिव के पद पर नियुक्त अधिकारी की नियुक्ति मानी जाएगी। सभी परिलिंग्वां अपर सचिव के पद के अनुसार होंगी।

[सं.एवी-24011/10/2016-एएआई-एमओसीए]

के. वी. उन्नीकृष्णन, अवर सचिव

New Delhi, the 8th September, 2016

**S.O. 1910.**—In pursuance of Appointments Committee of Cabinet Order No. 36/02/2016-EO(SM.I) dated 14<sup>th</sup> July, 2016, the Central Government hereby appoint Shri Guruprasad Mohapatra, IAS (GJ:1986) as Chairman, Airports Authority of India, with effect from forenoon of 19<sup>th</sup> July, 2016 in the HAG scale of pay (Rs.67000-79000/-) (pre-revised) till 12<sup>th</sup> October, 2019 or until further orders, whichever is the earliest. The officer's appointment shall be treated as an officer appointed to the post of Additional Secretary in the Government of India as per Department of Personnel & Training OM No. 26/04/2011-EO(SM-I)(Pt.II) dated 15.01.2015. All entitlements shall also be as per the post of Additional Secretary.

[F.No. AV-24011/10/2016-AAI-MOCA]

K. V. UNNIKRISHNAN, Under Secy.

### विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

नई दिल्ली, 7 सितम्बर, 2016

**का.आ. 1911.**—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित, 1987) के नियम 10 के उप-नियम (4) के अनुसरण में, विधि और न्याय मंत्रालय, विधि कार्य विभाग के प्रशासनिक नियंत्रण के अधीन निम्नलिखित कार्यालय को 80% से अधिक कर्मचारीवृद्धि ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :

- आयकर अपीलीय अधिकरण, आगरा न्यायपीठ, आगरा

[फा. सं. ई-11011(3)/2015-रा.भा. (वि.का.)]

रामायण यादव, अपर सचिव

### MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

New Delhi, the 7th September, 2016

**S.O. 1911.**—In pursuance of Sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976 (as amended in 1987), the Central Government hereby notifies the following office under the administrative control of the Department of Legal Affairs, Ministry of Law and Justice, where more than 80% staff have acquired the working knowledge of Hindi :

- Income Tax Appellate Tribunal, Agra Bench, Agra.

[F. No. E-11011(3)/2015-O.L. (L.A.)]

RAMAYAN YADAV, Addl. Secy.

## युवा कार्यक्रम और खेल मंत्रालय

(खेल विभाग)

नई दिल्ली, 21 जून, 2016

**का.आ. 1912.**—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए, केंद्रीय सरकार एतद्वारा श्री ए. एल. नायक, सहायक आयकर आयुक्त, सर्किल पटियाला को इस मंत्रालय की दिनांक 15 अप्रैल, 2011 की समसंख्यक अधिसूचना द्वारा नियुक्त श्री रमन गर्ग के स्थान पर तत्काल प्रभाव से एक वर्ष की अवधि के लिए या अगले आदेशों तक, जो भी पहले हो, उक्त अधिनियम के प्रयोजन के लिए सम्पदा अधिकारी के रूप में नियुक्त करती है। वे नेताजी सुभाष राष्ट्रीय खेल संस्थान (एनएस एनआईएस), पटियाला के सरकारी परिसर और पटियाला (जिला पटियाला, जिला पटियाला की तहसील, पंजाब) स्थित भारतीय खेल प्राधिकरण, एनएस एनआईएस, पटियाला के कब्जे वाली समीपवर्ती सम्पदाओं के संबंध में संपदा अधिकारी का प्रदत्त शक्तियों का प्रयोग करेंगे।

[सं. 1-4/2008-खेल V]

सागर प्रीत हुड्डा, निदेशक (खेल)

## MINISTRY OF YOUTH AFFAIRS AND SPORTS

(Department of Sports)

New Delhi, the 21st June, 2016

**S.O. 1912.**—In exercise of the powers conferred under Section 3 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints Shri A.L. Nayiak, Assistant Commissioner of Income Tax, Circle Patiala a Estate Officer for the purpose of said Act with immediate effect in place of Shri Raman Garg appointed vide this Ministry's Notification of even number dated the 15<sup>th</sup> April, 2011, for a period of one year or until further orders, whichever is earlier. He shall exercise the powers conferred upon Estate Officer in respect of public premises of Netaji Subhas National Institute of Sports (NS NIS), Patiala and adjoining estates in possession of Sports Authority of India, NS NIS, Patiala situated within Patiala (District Patiala, Tehsil of District Patiala, Punjab).

[No. 1-4/2008-SP.V]

SAGAR PREET HOODA, Director (Sports)

## श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 23 अगस्त, 2016

**का.आ. 1913.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी एंड अर्द्ध अदर्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 108/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/61/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

## MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 23rd August, 2016

**S.O. 1913.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 108 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University & others and their workman, which was received by the Central Government on 23.08.2016.

[No. L-42012/61/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

## **ANNEXURE**

**BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR**

## **Industrial Dispute No. 108 of 2015**

## Between :

Sri Satish Kumar Yadav,  
Son of Sh. Chandrabali Yadav,  
Vill. Deeragadai, P.O. Tharvai,  
District Allahabad

And

1. The Registrar,  
Allahabad University,  
Allahabad
2. The Director,  
M's Fighting Four Security Services Pvt. Ltd.,  
FF No 59/88 Khyajana Shopping Complex,  
Ashiyana, Lucknow

## AWARD

1. Central Govt., MoL & Employment, New Delhi, vide notification no.L-42012/61/2015-IR (DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.
2. Whether Sri Satish Kumar Yadav can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal & justified? If not to what relief the concerned workman is entitled?
3. Initially the present reference order was referred to CGIT cum Labor Court, Lucknow, by the Ministry of Labor, New Delhi, but subsequently as per order sheet recorded by CGIT Lucknow, dated 12.10.2015, it reveals that MoL, New Delhi, under order dated 29.09.2015, the present reference was transferred to this Tribunal.
4. After receipt of the file fresh notices were sent to the parties to file their claim petition and written statement fixing 12.02.2016.
5. On 12.02.2016 when the case was taken up none appeared from the side of the worker although representative for both the opposite parties were present. However one more opportunity to the worker was afforded to file claim petition by fixing 29.03.16 but on the said none appeared from the side of the worker nor claim petition filed in the case.
6. On the basis of above it is concluded that the worker has been given adequate opportunity to discharge his obligation by filing claim petition during the statutory period granted by this tribunal but the worker failed in doing so.
7. Therefore, from the above it is absolutely clear that the worker is not interested in contesting the present dispute, therefore, it is held that the worker is not entitled for any relief in the absence of pleadings and proof.
8. Reference is answered accordingly against the worker and in favor of the opposite parties.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

**का.आ. 1914.**—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी एंड अदर्स के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 109/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08. 2016 को प्राप्त हुआ था।

[सं. एल-42012/62/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

**S.O. 1914.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 109 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University & others and their workman, which was received by the Central Government on 23.08.2016.

[No. L-42012/62/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

#### ANNEXURE

**BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT  
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR**

**Industrial Dispute No. 109 of 2015**

**Between :**

Sri Dhirendra Kumar Pandey,  
Son of Sh. Chandra Ram Pandey  
Vill. Jakhamai, P.O. Thiwaripur  
District Pratapgarh

**And**

1. The Registrar,  
Allahabad University,  
Allahabad
2. The Director,  
M's Fighting Four Security Services Pvt. Ltd.,  
FF No 59/88 Khyajana Shopping Complex,  
Ashiyana, Lucknow

#### AWARD

1. Central Govt., MoL & Employment, New Delhi, vide notification no.L-42012/62/2015-IR (DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.
2. Whether Sri Dhirendra Kumar Pandev can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal & Justified? If not to what relief the concerned workman is entitled?
3. Initially the present reference order was referred to CGIT cum Labor Court, Lucknow, by the Ministry of Labor, New Delhi, but subsequently as per order sheet recorded by CGIT Lucknow, dated 12.10.2015, it reveals that MoL, New Delhi, under order dated 29.09.2015, the present reference was transferred to this Tribunal.
4. After receipt of the file fresh notices were sent to the parties to file their claim petition and written statement fixing 12.02.2016.
5. On 12.02.2016 when the case was taken up none appeared from the side of the worker although representative for both the opposite parties were present. However one more opportunity to the worker was afforded to file claim petition by fixing 29.03.16 but on the said none appeared from the side of the worker nor claim petition filed in the case.
6. On the basis of above it is concluded that the worker has been given adequate opportunity to discharge his obligation by filing claim prepetition during the statutory period granted by this tribunal but the worker failed in doing so.
7. Therefore, from the above it is absolutely clear that the worker is not interested in contesting the present dispute; therefore, it is held that the worker is not entitled for any relief in the absence of pleadings and proof.
8. Reference is answered accordingly against the worker and in favor of the opposite parties.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2016

**का.आ. 1915.**—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इलाहाबाद यूनिवर्सिटी के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकार के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 99/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2016 को प्राप्त हुआ था।

[सं. एल-42012/52/2015-आईआर (डीयू)]

पी. के. वेणुगोपाल, डेस्क अधिकारी

New Delhi, the 23rd August, 2016

**S.O. 1915.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (I.D. No. 99 of 2015) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Allahabad University and their workman, which was received by the Central Government on 23.08.2016.

[No. L-42012/52/2015-IR (DU)]

P. K. VENUGOPAL, Desk Officer

#### ANNEXURE

#### BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

#### Industrial Dispute No. 99 of 2015

#### Between :

Sri Shankhdar Ojha,  
Son of late Dwarika Prasad Ojha,  
Village Bankeypur, PO Uthgi (Tarhar),  
Allahabad-211001

#### And

The Registrar,  
Allahabad University,  
Allahabad

#### AWARD

- Central Government, MoL, vide notification No. L-42012/52/2015-IR(DU) dated 21.04.2015, has referred the following dispute for adjudication to this tribunal.
- Whether Sri Shankhdar Ojha can be regarded as the workman of Allahabad University and if so whether the termination of employment of the concerned workman is legal and justified? If not to what relief the concerned workman is entitled to and from what date.
- Earlier the instant reference was referred to Central Government Industrial Tribunal-cum-Labour Court, Lucknow, whereupon notice to the claimant was issued under registered post by CGIT Lucknow for filing his claim in the case. Later on the said reference was transferred to CGIT-cum-Labour Court, Kanpur, from CGIT-cum-Labour Court, Kanpur, from CGIT-Cum-Labour Court. On receipt of this file it was registered with I.D. No. 99 of 2015 and again registered notice was issued to the worker for filing claim statement in the case. On 09.05.2016, when the case was taken up neither the worker turned up nor filed his claim statement despite availing of sufficient opportunities. Therefore, it appears that the worker is not interested in prosecuting his claim before this tribunal. As such having no option left with the tribunal except to give an award in the case against the worker for want of pleadings and proof.
- For the reasons given above, award is passed against the worker for want of pleadings and proof.
- Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2016

**का.आ. 1916.**—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 173/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.09.2016 को प्राप्त हुआ था।

[सं. एल-20012/06/1994-आईआर (सीएम -I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 7th September, 2016

**S.O. 1916.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 173 of 1994) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 07.09.2016.

[No. L-20012/06/1994-IR (CM-I)]

M. K. SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of Reference U/S 10(1) (D) (2A) of I.D. Act, 1947

**Ref. No. 173/1994**

Employer in relation to the management of Bastacolla Colliery, M/s. BCCL

AND

Their workman

**Present:-** Shri R. K. Saran, Presiding officer

#### Appearances :

For the Employers : Shri S.K. Behra, Asstt. Manager

For the workman : None

State : Jharkhand Industry:-Coal

Dated 10/08/2016

#### AWARD

By order No. L-20012 /06/1994-IR(C-1) dated 25/27.07.1994, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

#### SCHEDE

“Whether the action of the management of Ghanoor Colliery under Bastacolla Area of M/s. BCCL in dismissal from service of Md. Salim Ansari w.e.f. 01/08/1992 is justified? If not, to what relief the workman is entitled?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates, none appears on behalf of the workman. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2016

**का.आ. 1917.**—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक

अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 155/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.09.2016 को प्राप्त हुआ था।

[सं. एल-20012/96/1993-आईआर (सीएम-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 7th September, 2016

**S.O. 1917.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 155 of 1994) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 07.09.2016.

[No. L-20012/96/1993-IR (CM-I)]

M. K. SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of Reference U/S 10(1) (D) (2A) of I.D. Act, 1947

**Ref. No. 155/1994**

Employer in relation to the management of Khas Kusunda Colliery of M/s. BCCL

AND

Their workman

**Present:-** Shri R. K. Saran, Presiding officer

#### Appearances :

For the Employers : Shri D.K. Verma, Advocate

For the workman : None

State : Jharkhand Industry:-Coal

Dated 08/08/2016

#### AWARD

By order No. L-22012 /96/1993-IR(C-1) dated 13/07/94, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

#### SCHEDULE

“Whether the action of the management of khas Kusunda colliery of M/s. BCCL for not referring Shri Duryodhan Pandey, Haulage operator to Apex Medical Board for assessment of age is justified? If not to what relief the workman is entitle to?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates, none appears on behalf of the workman subsequently. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2016

**का.आ. 1918.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 239/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.09.2016 को प्राप्त हुआ था।

[सं. एल-20012/241/1992-आईआर (सीएम-I)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 7th September, 2016

**S.O. 1918.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 239 of 1994) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 07.09.2016.

[No. L-20012/241/1992-IR (CM-I)]

M. K. SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD

In the matter of Reference U/S 10(1) (D) (2A) of I.D. Act, 1947

**Ref. No. 239/1994**

Employer in relation to the management of Bastacolla Area, M/s. BCCL

AND

Their workman

**Present:-** Shri R. K. Saran, Presiding officer

#### Appearances :

For the Employers : Shri D.K. Verma, Advocate

For the workman : None

State : Jharkhand Industry:-Coal

Dated 09/08/2016

#### AWARD

By order No. L-20012 /241/1992-IR(C-1) dated 19/10/1994, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub –section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

#### SCHEDULE

“Whether the demand of Bihar Colliery Kamgar Union, Temple Road, Purana Bazar, Dhanbad against the management of Bera Colliery under Bastacolla Area no. IX of M/s BCCL for the regularization of the services of Shri Suresh Rajak and 14 others ( as per list enclosed ) is justified.? If so, what relief the said workmen are entitled to and from, which date?”

Sl. No.	Name	Father's name	Address
1.	Suresh Rajak	Budhu Rajak	Vill- Kuchw, P.O Kuchu Distt. Ranchi (Bihar)
2.	Shyamdeo Ram	Jagdeo Ram	Vill- Kerinagar, P.O. Kalohiya, Dist. Hazaribagh (Bihar)
3.	Ashok Rajak.	Makeshwar Rajak.	Vill- Chifapur, P.O. Chitarpur, Dist.Hazaribagh. (Bihar)
4.	Habib Ansary.	Ajit Ansari.	Vill- Nadkori, P.O. Jamu, Dist. Hazaribagh (Bihar)
5.	Latif Ansary.	Himmat Anearu.	Vill – Niparia, P.O. Niparia, Dist. Purulia, ( West Bengal)
6.	Ramparwesh Bhuiya.	Baleswar Bhuiya.	Vill – Ramgarkondi,P.O.Balapurchowk, Dist. Patna (Bihar)
7.	Rameshwar Mahato.	Hiramont Mahato.	Vill- Bera Colliery P.O. Dhansar, Dist. Dhanbad (Bihar)
8.	Rahish Mia.	Idrish Mia.	Vill- Bera Colliery P.O. Dhansar, Dist Dhanbad (Bihar)

9.	Dasu Lalla.	Parmeswar Lalla.	Viill- Patrakulhi, P.O & Dist Dhanbad, (Bihar)
10.	Daswari Yadav	Samu Yadav.	Vill- Bera Colliery, P.O. Dhansar, Dist Dhanbad (Bihar)
11.	Moin Ansary.	Late Amanat Ansary	Vill- Nadkari, P.O. Jamu Dist. Harzaribagh, (Bihar)
12.	Dwarika Beldar	Rambrich Beldar.	Vill- Karchouna, P.O. Bajirganj, Dist. Gaya, (Bihar)
13.	Babun Ansary.	Amanst Ansary.	Vill- Naderi P.O. Jamu Dist. Hazaribagh, (Bihar)
14.	Mokim Ansari	Safique Mia	Barwadih, P.O-Bnandaro Dist-Giridih
15.	Md Mazid	Md Raik	RahmatGanj P.O-Poltecnic, Dhanbad

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears on behalf of the workman subsequently. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2016

**का.आ. 1919.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैर्सेस सिकाल लॉजिस्टिक्स चैनर्स, मैर्सेस सिकाल लॉजिस्टिक्स गोवा के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 43/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.09.2016 को प्राप्त हुआ था।

[सं. एल-36011/1/2011-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 7th September, 2016

**S.O. 1919.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 43/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of M/s. Sical Logistics, Chennai, M/s. Sical Logistics, Goa and their workmen, received by the Central Government on 07.09.2016.

[No. L-36011/1/2011-IR (B-II)]

RAVI KUMAR, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

**PRESENT : M.V. DESHPANDE, Presiding Officer/Judge**

#### REFERENCE NO.CGIT-2/ 43 of 2011

#### EMPLOYERS IN RELATION TO THE MANAGEMENT OF

- (1) M/S. SICAL LOGISTICS, CHENNAI
- (2) M/S. SICAL LOGISTICS, GOA.

1. The General Manager  
M/s. Sical Logistics  
South India House  
73, Armenian Street  
Chennai-600 001.

2. The Manager  
M/s. Sical Logistics  
Joshi Building, Vasco-da-Gama  
Goa-403 802.

**AND****THEIR WORKMEN**

The General Secretary  
Mormugao Waterfront Workers Union  
Dr. Mukund Building, 3<sup>rd</sup> floor  
P.O. Box No.90  
Vasco-da-Gama  
Goa-403 802.

**APPEARANCES:**

FOR THE EMPLOYER : Mr. G. Vijaychandran, Advocate

FOR THE WORKMAN : Mr. Puti Gaonkar, Advocate

Mumbai, dated the 29<sup>th</sup> June, 2016

**AWARD**

1. Government of India Ministry of Labour and Employment by its order No L-36011/1/2011- IR(B-II) dated 18/8/2011 in exercise of the powers conferred by Clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal.

*“Whether the action of the management of M/s. SICAL Logistics Ltd. in non-considering the demand of the Union for payment of wages and arrears as per the Port and Dock Workers Wage Agreement is legal and justified? What relief the union is entitled to?”*

2. After receipt of the Reference, notices were issued to both the parties. In response to the notice the second party workmen filed Statement of Claim Ex-6. According to them they were appointed by Appointment letter dated 24/9/2001 for the Stevedoring department of the employer. Jagannath Satardekar was appointed as an Assistant Foreman and Ramesh Nagzkar was appointed as a Foreman. In the year 2009 the employer wanted to transfer both these workmen to Mangalore. However the Mormugao Waterfront Workers Union raised a dispute for illegal transfer and refusal of employment on behalf of these workmen. The said dispute however came to be amicably settled by the settlement dated 6/3/2009 signed before Assistant Labour Commissioner (Central) Vasco. As per Clause (5) of the settlement dated 6/3/2009 employer agreed to pay wages as per revised salary structure w.e.f. March 2009. The Employer was undertaking stevedoring operations at the Mormugao Port Trust.

3. According to them they being workers working at the port were actually port and dock workers and their salary structure were to be governed by the settlements with the Federation of Association of Stevedore, the various Port Trusts, and the Trade Unions. One such settlement was signed on 2/8/2000 between the various port trusts in India, the Federation of Associations of Stevedores and the Trade Unions. This settlement covered the wage revision of Port and Dock Workers of the Major Port Trusts and Dock Labour Boards of India. The settlement had expired on 31/12/2006 but the benefits from it continued to flow, as it was not replaced by any other settlement. All the unions then submitted a common charter of demand dated 29/4/2009 and finally it culminated into a settlement on 19/01/2010.

4. According to them on 16/7/2009 Mormugao Waterfront Workers Union on behalf of them made a letter to the Employer asking them to pay the revised salary structure to these workmen, as it was so agreed between the parties vide the settlement dated 6/3/2009. Another such letter was made by the Union to the Employer dated 31/05/2010 with regards to the payment of revised salary w.e.f. March 2009. On 30/12/2010 the Mormugao Stevedores Association signed a settlement for revision of salary etc with the Mormugao Stevedores Staff Association and this was to be in operation from 2007 till 2011. However the employer never implemented the settlement. In April, 2011 the employer again sought transfer of these workmen to Vishakhapatnam. So according to workmen they are entitled for wages along with their arrears as per the revised structure, as agreed upon in the settlement dated 6/3/2009. They have now joined the Goa Port and Dock Workers Organization w.e.f. 15/7/2011 that is now representing them. On 9/12/2010 A.L.C. (C) Vasco-da-Gama sent his failure report in the matter of non-payment of wages as per revised Structure to the Government of India. The workmen therefore pray that employer be directed to pay the workmen the revised wages along with the arrears from 1/1/2007 as per the terms of the Settlements, along-with interest @ of 18 % upon the wages and the arrears.

5. First party employer resisted the Statement of Claim by filing Written Statement Ex-11. According to them, workmen Mr. Jagannath Satardekar and Late Rakesh N. Nagzkar, were appointed on contractual basis and their employment is subject to the contract of Employer with M/s Jindal Vijayanagar Steels Ltd. In their appointment orders, it has specifically indicated that they will require to abide by the Company's Rules and Regulations and the

same has been duly accepted by them. It is contended that though they have done some stevedoring activities in Mormugao Port earlier, they are presently not undertaking any business operations in Goa and have closed their branch in Goa. Their stevedoring license at Mormugao Port has also lapsed long ago.

6. It is submitted that second party workmen were not allotted any work in the port area and they are not Dock Workers. They are not covered under the settlements referred by them in Statement of Claim. Even first party is not a party whether directly or through any other representative to the settlements referred to by the Workmen and hence not bound by it. Even they have not authorized the Marmagao Stevedore's Association or any other association with respect to the negotiation or arriving settlement on revised salary wages. At no point of time they agreed to pay the revised salary wages as per the Settlements referred by the second party workmen. They have not adopted the revised wages referred by the workmen and no workmen in the organization are paid in terms of the settlement referred by the workmen.

7. It is contended that second party workmen's contractual employment was renewed from year to year basis with due increments as per the Company's policy to which fact the second party workmen have accepted and signed the renewal letters. They contended that claim of workmen is devoid of merits; workmen are not entitled to any relief and therefore pray that the Reference be dismissed.

8. Following are the issues for my determination. I record my findings there on for the reasons to follow:

Sr. no.	Issues	Findings
1.	Whether the action of the management in not considering the demand of the union for payment of wages and arrears as per the Port And Dock Workers Wage Agreement is legal and justified?	No.
2.	If not, what relief the union is entitled to?	As per order.
3.	What order?	As per order.

## REASONS

### Issue No.1

9. Both the parties herein have led their evidence. Reference is essentially restricted to the consideration of demand of the union for payment of wages and arrears as per the Port and Dock Workers Wage Agreement. According to first party, it is not a party whether directly or through any other representative to the settlements referred to by the Workmen and hence not bound by it. On the other hand it is contention of the workmen that Settlement arrived at in course of conciliation proceedings, binds all persons employed in the establishment and persons who are not parties to settlement. On the basis of settlement they claim that they are entitled to payment of wages and arrears as per Port and Dock Workers Wage Agreement.

10. We have documents i.e. Memorandum of Settlement dated 6<sup>th</sup> March, 2009. It is at Ex-34. Exhibit-36 is the Memorandum of Settlement dated 19<sup>th</sup> January, 2010. Exhibit-34 is Memorandum of Settlement arrived at under Section 12(3) of the I.D. Act, 1947 before the ALC (Central), Vasco on 6<sup>th</sup> March, 2009 between the Management of M/s. Sical Logistics Ltd. Goa and Mormugao Waterfront Workers Union. Exhibit-35 is the settlement of various companies including Federation of Association of Stevedores and the Members of Port and Dock Workers Union Federation, in respect of wage revision, retirement benefits and conditions of service of Port and Dock Workers. This agreement, Ex-35 specifically mentioned about revision of pay scales and other allowances. In view of that it appears that General Secretary of Mormugao Waterfront Worker's Union wrote a letter (Ex-38) to Manager HR M/s. Sical Logistics Ltd., Chennai for making the enhanced payment. Second party workmen appears to have written letter Ex-41 to Vice-President(HR) South India House, Chennai for making the payment of arrears and wages on revised scale as per Port and Dock Workers Agreement. As per Ex-43, President of Goa Port Trust and Dock Workers Organization wrote letters to General Manager, M/s Sical Logistic Ltd. Chennai informing that the workers of M/s. Sical Logistics Ltd have joined their union.

11. In this respect, it seems to have been admitted position that the workers working at Mormugao Port Trust have demanded the benefits of the Port Settlement. It appears therefore, that admittedly there are some other companies operated in Mormugao Port Trust like first party company and they have formed Mormugao Stevedore Association. It clearly appears that there is settlement in between Mormugao Stevedore Association and Members of the Port Trust and Dock Workers Union in respect of payment of wages, service conditions, retirement benefits etc and the representatives of the different companies were parties in the said settlement.

12. It seems to be the admitted position that the Federation of Association of Mormugao Stevedore is also represented by representatives during the wage negotiation. This is explicit from Memorandum of Settlement dated 19/1/2010. Admittedly such settlement was signed on 2/8/2000 for the period from 31/1/2006. On expiry of said settlement all the unions served the charter of demand and on prolonged negotiation the settlement was signed on 19/1/2010. It appears that 31/1/2010 Mormugao Stevedore Association signed the settlement implementing the wage revision of all India settlement applicable to Port and Dock Workers Union and on 4/5/2011 Mormugao Stevedore Association informed the first party to implement the terms of settlement dated 30/12/2010.

13. This is also a matter of record that the wage structure and other benefits as per settlement dated 19/1/2010 has been adopted by the Settlement dated 30/12/2010 between the Mormugao Stevedores Association and their workmen represented by Stevedores Staff Association. The benefits of the said settlement have been implemented by the all the Stevedores operators except the party No.1. Even in his evidence the employer has admitted in his cross examination that workers in the Reference are working in Mormugao Port Trust. It is admitted that they have not given their pay and other allowance as per the Port settlement. Even it is admitted that as per license they are bound by the rules applicable to the port workers. In view of that it can be said that workmen in the Reference are under the Port workers and as per terms of Settlement they are entitled to benefits under the Settlement.

14. Ld. Advocate for the second party workmen seeks to rely on the decision in case of National Engineering V/s State of Rajasthan 2000(1) LLJ 247 to submit that;

*“Settlement dated 19/1/2010 is a settlement signed under Section 12 (3) of Industrial Disputes Act, 1947. As it is a settlement signed during the course of Conciliation proceedings by virtue of Section 18(3)(d) and therefore it is binding on all employees working at all the ports. This law has been settled and there is no dispute on this position. The said settlement has been signed by Federation of Stevedore and the Party-I/ Employer being a member of the said Federation it is implicit that the obligations under the settlement are binding on it.”*

15. Ld. Counsel for the first party Management submitted that the first party was not a party to the settlement and therefore as per settled law one who was not a party to settlement, even if the association of which one is a member, is a signatory (unless authorized in writing) is not bound by the settlement. He seeks to rely on the decision in case of **Veeramani V/s The Presiding Officer and other 1998 (1) LLJ, 494.**

16. In my considered view Federation of Association of Stevedores represented by the representatives during the wage negotiation, signed Memorandum of settlement during the course of conciliation proceedings is based on principle of collective bargaining for resolving industrial disputes and for maintaining the industrial peace. In the said settlement, claim of these workmen under Reference is not specifically left out and therefore the action of management in not considering the demand of union for payment of wages and arrears as per Port and Dock Workers Wage Agreement is not legal and justified. Issue No. 1 is therefore answered accordingly as indicated against it.

### **Issues Nos. 2 and 3**

17. In view of settlement, workers are entitled to pay as per the revised wages along with arrears from 1/1/2007 as per terms of the settlement. Since admittedly first party has not given wages to them and other allowance as per port settlement, they are entitled to pay an interest @ of 6% per annum upon the wages and the arrears owing to them. Issues nos. 2 and 3 are answered accordingly as indicated against each of them.

18. In the result, I pass the following Order:

### **ORDER**

1. Reference is allowed with no order as to cost.
2. It is declared that workmen are entitled to wages along with arrears as per the wage Settlement dated 19.01.2010.
3. First party employer is directed to pay the workmen the revised wages along with the arrears from 01/01/2007 @ of 6% per annum upon the wages and the arrears owing to them.

Date: 29.06.2016

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2016

**का.आ. 1920.**—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में श्रम न्यायालय नं. 3, पुणे के पंचाट (संदर्भ सं. 162/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 07.09.2016 को प्राप्त हुआ था।

[सं. एल-12012/230/2003-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 7th September, 2016

**S.O. 1920.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 162/2004) of Labour Court No. 3, Pune as shown in the Annexure in the Industrial Dispute between the management of Canara Bank and their workmen, received by the Central Government on 07.09.2016.

[No. L-12012/230/2003-IR (B-II)]

RAVI KUMAR, Desk Officer

#### ANNEXURE

#### BEFORE SMT. S. N. SHAH, PRESIDING OFFICER, LABOUR COURT NO. 3, PUNE

Reference (IDA) No. 162/2004

The Assistant General Manager,  
Canara Bank  
571, Ganatra Chambers, 4<sup>th</sup> Floor,  
Near Gokhale Hall, Pune – 411030

... First party

V/s.

Shri. Bapu D. Tanpure  
Post Mandvi Budruk,  
Tal. Haveli. Dist. Pune 411023

... Second party

In the matter of reinstatement with continuity of service and with full back wages.....

**CORAM** : S. N. SHAH, PRESIDING OFFICER

**Appearances** : 1. Adv. A. K. Gupte for first party  
2. Adv. N. A. Kulkarni for second party

#### AWARD

(Delivered on 21<sup>st</sup> August, 2015)

1. This is a reference, forwarded to this Court as per Clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (hereinafter referred to as "the I. D. Act, 1947", for the sake of brevity); for adjudication of points - of reinstatement of second party at original post; with continuity of service and with full backwages.

2. Second party filed statement of claim at **Exh. 05**. He contends that, he was called for interview by first party as per list. After verifying documents and after passing interview, he was appointed in first party, Branch at Deccan Gymkhana. He was informed that he should work wherever he was asked for. He was not given any other benefits, except, monthly salary. He worked at Deccan Gymkhana continuously for 1989 to 1992. Though he joined as Part Time Employee (hereinafter referred to as "PTE", for the sake of brevity), he had to work for 08 hours. But he was never paid for that. He was neither paid any overtime charges, nor at least minimum wages as per mandate of law. He was never informed that his appointment is on permanent post or not. So also, in this letter of appointment also, it was not so expressly mentioned. He was drawing salary of Rs. 600/- per month.

3. Second party worked in Industrial Finance Branch and Foreign Department Branch. But only to avoid to make him permanent and also to avoid to give any benefits of permanency to him, he was removed from service on 15/01/2001; without any prior notice. No legal dues were paid to him. Employees junior to him are still working in first party. No seniority list was followed while removing him from service. As regular employee working on the place or post of second party had come /joined, second party was orally terminated.

4. Second party, time and again, asked for resuming his duty, but he was not reinstated. At present, business of first party is growing rapidly. Existing strength of employees is not enough for first party. Still only to retain its favourite employees, second party was removed from service, instead of his best work. He tried for alternate employment. But he could not get the same. At present also, second party is ready to join first party. As he was not reinstated, he raised dispute before conciliation officer. There also, due to adamant behaviour of first party, matter could not be settled. Hence, present reference is forwarded to this Court.

5. Second party again pleads that afterwards he was taken back on work. He was paid salary on vouchers. He, thereafter worked till some years. Hence, now second party may be reinstated with continuation of service and with full backwages and with other ancillary benefits. He may be held as permanent employee and thereafter, he may be paid wages as per wages of a permanent employee, for the days he worked there. So also, he may be paid difference of salary for the intervening period.

6. First party denied entire claim of second party by filing written statement at Exh. 12. As per first party, present reference is misconceived and not maintainable. It is admitted that second party was engaged by its Branch at Deccan Gymkhana, intermittently. Second party was not its employee. He was not a workman also, as defined under the I. D. Act, 1947. His engagement used to come an end as and when the job entrusted to him was completed. He was not working continuously at Deccan Gymkhana. He had not confirmed to eligibility criteria. So his application for employment as PTE was not considered by first party. There was no employer-employee relationship between first party and second party.

7. First party avers that regularisation or absorption is not a mode of recruitment. It has well defined policy for appointing PTE /Sub-staff. It is settled law that a person can not be permitted to appoint through back door. As second party was not given any appointment as a PTE or Daily Wager, question of his removal on 15/01/2001 does not arise, as alleged. Since he was entrusted with only odd jobs, that too, intermittently, the question of giving notice to him, by first party, did not arise. Application of second party was not eligible for considering for appointment as a PTE. In terms of guidelines in vogue, the recruitment of Sub-staff /PTE are being complied with.

8. In fact, in the event of regular PTE not attending duties on any specific day, for cleaning of premises; services of second party was used sparingly. Such entrustment was compensated by paying some amount. The same can not be treated as second party was engaged in service by making payment by voucher. Where the persons are employed on daily wages, their disengagement can not be considered as retrenchment under the I. D. Act, 1947. Refusal to appoint daily wager, does not amount to retrenchment. Daily casual workers employed in disregard to recruitment norms, can not be allowed in service, through back door. Hence, second party is not entitled to any relief as claimed. His reference may be rejected in toto, with costs.

9. Issues were framed at Exh. 13. Findings of the same for the reasons thereof, are as under :-

#### ISSUES

#### FINDINGS

1. Does second party prove that his termination w.e.f. 13/11/1992 is illegal ?	:	Yes
2. What relief he is entitled to get ?	:	Compensation amount of Rs. 25,000/-.
3. What award ?	:	Reference is answered in affirmative (partly).

10. Second party examined himself at Exh. 30. Musters are at Exh. 31, collectively. He examined Jagannath, Kantilal and Tanaji, as his witness nos. 2, 3 and 4, at Exh. 33, 35 and 39, respectively. Photocopy of general charges slip, dt. 02/01/2014, photocopy of general charges register of first party, of branch at Laxmi Road, from 23/06/2007 till 24/07/2008, and photocopy of letter, dt. 23/07/2001, are at Article 'A', 'B' and 'C', respectively.

11. First party examined Arun, witness no. 1 at Exh. 43. Original attendance register for Foreign Department, from January, 1990 to December, 2000, original attendance signing register for Foreign Department, from January, 2001 to December, 2002, are at Exh. 44 and 45, respectively.

12. It is argued on behalf of second party that no document, in view of order passed below notice to produce documents, Exh. 15, is filed by first party. Muster register of casual workers is not produced. Muster register filed by first party is of different category. In cross-examination of second party there is only suggestion that second party was not legally appointed. So his service from 1989 to 1992 is not in dispute. In cross-examination of Kantilal, witness no. 3, for second party also period from 1989 to 1992 is not disputed. First party has not pleaded that second party was not working with it from 1989 to 1992, also about compliance of Sec. 25 F, about not completing 240 days continuous service, from 1989 to 1992. Documents at Article 'A', 'B' and 'C' show salary paid to second party, even during pendency of present case.

13. It is further argued that concerned Rules of first party are not filed on record. Mr. Nannavare and Mr. Arun Bhagwan were given appointment letters. It will amount to deliberate non-compliance of Sec. 25 G and H. First party has nowhere explained as to why these four witnesses are deposing against it. Salary slips are not produced by first party. It is the case of first party that second party was not properly appointed as per rules. Then which are those rules? Where are those rules? Who appointed second party illegally? If second party was appointed illegally, then also for termination there is a procedure. First party has not followed it. There is no compliance of Sec. 25 G and H. So second party may be reinstated at his original post, i.e. of a temporary workman.

14. It is pointed out that first party may argue that second termination is not challenged or it is not before this Court. But Sec. 10 of the I. D. Act, 1947, is comprehensive. It is prayed that backwages may be awarded as per discretion of the Court.

15. It is submitted on behalf of first party that referral order is dt. 24/03/2004. Schedule of that order Sec. 10(1)(d), second schedule, third schedule, Sec. 2A of the I. D. Act, 1947, are pointed out. Engaging a person on vouchers is under third schedule. It is not jurisdiction of this Court. It is of the Tribunal. First party has to follow certain procedure for recruitment of permanent employee. If second party is in service after 1992, then the reference is bad at all. In caption of statement of claim, Exh. 05, it is mentioned as Laxmi Road Branch of first party. But second party has never employed at Laxmi Road Branch. Second party has not filed his appointment letter till today. Industrial Finance Branch and Foreign Department Branch are different.

16. In para 3 of statement of claim, Exh. 05, date of termination is mentioned as 15/01/2001. Grievance of that date is not tenable in this reference; because reference order is about termination, dt. 13/11/1992. In para 4 of statement of claim, Exh. 05, whether theory of alleged termination or case of permanency is pleaded? Concept of casual employment is that it has no continuity. As per para 4 of statement of claim, Exh. 05, second party was again taken on work, and was being paid salary on vouchers. So termination of 2001 is also going away. Thereafter year of continuous service is not mentioned. It may be till 2004. In para 7 of statement of claim, Exh. 05, benefit of permanency is claimed. That is beyond reference order, as well as beyond jurisdiction of this Court.

17. First party has filed documents called for in notice to produce documents at Exh. 15. Name of second party is not there. Because he is not employee of first party. Second party, on the date of his affidavit of evidence also, is saying that he is working. So termination of 1992 with reinstatement does not survive. In evidence of second party, he has not demanded backwages. No whisper is made about his efforts to get employment, because he is working with first party itself. So his case is only about regularisation or permanency. He has not filed any documentary evidence. Jagannath, witness no. 2 for second party has no personal knowledge. Kantilal, witness no. 3 for second party deposed that second party was working in first party from 1989 to 2010. These are again different dates. Witness is not called upon to file that policy of recruitment. So it is gone without challenge.

18. There is no illegality in recruitment and in disengaging. On the other hand, second party has not worked for 240 days continuously. Merely because Sec. 25 F is not complied, efforts to get employment are not pleaded. So there is no question of backwages. First party has filed and relied upon number of citations on different points.

19. In reply, second party submitted that referral order does not speak about regularisation. Second party has not claimed regularisation. He also cited some case laws.

## REASONS

### **As to issue no. 1 :-**

20. This issue relate to the proof of alleged illegal termination, dt. 13/11/1992. To prove the same, second party examined himself at Exh. 30. In that evidence, for the first time, second party mentioned year of joining as 1989. Still no specific date is mentioned. Again for the first time, he mentioned his designation as 'peon'. Rest of his evidence is as per his statement of claim, Exh. 05. During cross-examination, by first party, it was tried to show that second party was not its regular or permanent employee. Second party admitted that first party has not given him appointment letter. He was not getting salary as per said settlement. He further admitted that he was never informed that he was appointed in place of permanent employee. He expressly admitted that he was not appointed legally by first party. Musters, Exh. 31, are of permanent employees and his name is not there in those musters.

21. But during cross-examination of second party it is nowhere suggested by first party that he was never appointed by first party in any capacity, or that he was never in employment of first party in any capacity, or that he was never terminated on 13/11/1992, by first party, etc. The stand of first party was also not suggested to second party. So in a way, from the manner of cross-examination, it is seen that first party admitted that second party was appointed by it, but not legally appointed. Similarly, the contention of second party about his alleged termination, dt. 13/11/1992, is also unchallenged.

22. Further second party examined Jagannath, Kantilal and Tanaji, as witness nos. 2, 3 and 4 respectively, in support of his entire contention. All these witnesses deposed that they know second party. Second party joined first party, on daily wages, since 1989. He used to do daily work of peon. He was given salary on slip; on the basis of circular issued by first party, for each three months. His signature was obtained while giving salary. But slip of salary was not given to daily wager. They further testified that first party used to prepare slip of daily wages, called as General Charges Slip. Previously signature of worker was obtained on those slips. But as second party filed case in the Court, his signature were not obtained on those slips.

23. These three witnesses also deposed about designation and nature and place of work of second party. According to them, second party was working in various branches of first party such as Deccan, Laxmi Road, Camp, Swargate, Bhavani Peth, Ranwadi, Kothrud, etc. His designation was mentioned on those slips as coolie. Nature of work of daily wager and of peon, is the same. They also testified that service of second party was terminated in 1992. First party asked second party not to come on duty. He was not given any benefit as per law, at the time of his termination.

24. All these witnesses were cross-examined consistently on number of points. Firstly, they were asked about procedure of their appointment and promotion, etc. Jagannath, witness no. 2 for second party was peon from 1978 to 24/07/2012. He had applied for employment for first party in 1978. His interview was taken by divisional officer. He was given appointment letter. He was promoted as a clerk, after 24/07/2012. He was given letter of promotion also. His name appears in muster roll of first party since 1978.

25. Kantilal, witness no. 3 for second party, during cross-examination, stated that he was daily wager from December, 1974 to May 1975. Appointment letter was not given to him. Letter was issued to him when he became peon in July, 1975. He was appointed on regular basis in 1975. He was given written appointment letter. His examination was taken, when he was promoted as a clerk by first party. His name was entered in muster roll of first party. He was getting salary as per salary slip.

26. Tanaji, witness no. 4 for second party testified that he joined first party in 1975-1976 on daily wages. In 1977, he became permanent. He joined as a peon in 1977. He received appointment letter when he was promoted from the post of peon to the post of clerk, there was written examination. His name is also mentioned in muster roll of first party.

27. From this cross-examination of Jagannath, Kantilal and Tanaji, witness nos. 2, 3 and 4 for second party, by first party, it is seen that first party wants to demonstrate that all these witnesses were recruited by following all prescribed procedure like application, interview, appointment with letter, promotion and lastly retirement. But here, it is pertinent to note that Kantilal, witness no. 3 for second party was initially appointed as a daily wager on the basis of acquaintance of and on recommendation of a worker of first party, i.e. Mr. Baburao Pai. He expressly deposed that second party was also appointed in same manner. He further said that first party did not issue appointment letter to daily wager. It did not issue appointment letter to this witness, when he joined as daily wager. Later on he was appointed as a clerk. However, no appointment letter was given to him to that effect.

28. Tanaji, witness no. 4 for second party was also joined on daily wages, in 1975-1976. In 1977, he became permanent. He also clearly admitted that he was on daily wages. They were allotted work as per availability of work. Now after considering cross-examination of all these witnesses, it can be seen that second party and all these witnesses joined first party on daily wages, on some recommendation, etc. Later on, these three witnesses were regularised by following prescribed procedure. So at that time all required procedure like application, interview, written examination, issuance of appointment letter, etc. was followed. But if this entire piece of evidence of these witnesses on these points, is accepted as it is, then also; the point that, second party joined first party in the same manner; in 1989, he was terminated in 1992 remained unchallenged. First party nowhere, neither denied these facts, nor it has suggested the same to all or any of the witnesses during their cross-examination. It is also *prima facie* proved that two of these witnesses had worked with second party at some Branch of first party. This portion of evidence of these witnesses is also not denied by first party.

29. To rebut ocular evidence led by and on behalf of second party, first party relied upon testimony of Arun, witness no. 1, for first party at Exh. 43. He has deposed as per written statement, Exh. 12. In his evidence, certain documents are exhibited. During cross-examination he deposed that, he knows second party. When he was working in Industrial and Finance Branch, from July, 2000 till June, 2006, second party used to visit his branch, at timely intervals, for some work. It is relevant here to point out that this is much later to the termination, dt. 13/11/1992. Arun, witness no. 1 for first party does not know that second party was working in Branch at Deccan Gymkhana of first party, from 1989 to 1992. He does not know as to in which manner salary of second party was being paid during 1989 to 1992. He does not know that whether policy of first party regarding part-time employee /sub staff is filed on record or not. He does not know that, whether there was any policy for regularisation and permanency of part-time temporary employees

of first party. This witness had not represented first party in dispute raised before Labour Commissioner. Written statement, Exh. 12 does not bear signature of this witness.

30. Overall evidence of this witness shows that, this witness does not know anything about appointment, payment, etc. of second party. Then obviously he might not know about nature of service and nature of work of second party. Except, Arun, witness no. 1 for first party, no other witnesses examined by first party, either to establish its contention or to rebut contention of second party.

31. Coming on the point of documents filed by both parties, it is seen from record that, second party filed notice to produce documents, Exh. 15. He called for musters and payment registers of second party from 1989 to 1992; seniority list of alike employees and personal file of second party maintained by first party. To this notice, first party filed reply at Exh. 19. It contends that as second party was not in regular employment, there was no question of maintaining muster rolls and wage register. It further contends that office at Pune is newly started in 2006. In shifting documents are not traceable. There is no system of maintaining seniority list of persons like second party. No personal file is maintained for the reasons stated in para 1 of say.

32. Said notice to produce documents was granted on 23/04/2008 to the extent of documents at sr. no. 1 and 2, i.e. to the extent of muster roll and wage register from 1989 to 1992 and seniority list. Record shows that after passing of order, on 27/10/2009, first party filed documents with list of documents, Exh. 24. It produced attendance marking register for January, 1998 to April, 2003, from January, 1989 to December, 2000 and from January, 2001 to December, 2002, at Exh. 31, 44 and 45, respectively. As came in the evidence of Arun, witness no. 1, for first party; these registers, Exh. 31, 44 and 45 are of Industrial Finance Branch and of Finance Department, respectively. On the other hand, as per evidence of second party and other witnesses deposed on behalf of him, second party worked in Branches at Deccan, Laxmi Road, Camp, Swargate, Bhavani Peth, etc. of first party. Admittedly, musters of all these Branches or any of these Branch, is not filed by first party. So, as per period, nature and Branch of these registers, Exh. 31, 44 and 45, those are not relevant to this matter in dispute.

33. It is also matter of record that, as per referral order, Exh. 01, termination, dt. 13/11/1992 is under challenge. As per evidence on record, second party joined first party in 1989. But there is no muster and wage register; of any Branch, of part-time employees or daily wagers, from 1989 to 1992, filed as per order passed below notice to produce documents, Exh. 15. Even otherwise, as per provisions of the Minimum Wages Rules, 1963 and of the Maharashtra Factories Rules, 1963, every employer has to maintain muster roll cum wage register, in respect of his employees, in prescribed Form. In none of these Acts and /or Rules, the legislature has made any bifurcation about maintenance of muster roll cum wage register of Regular Full Time Employee and about non-maintenance of muster roll cum wage register of Part Time Employees or of employees on daily wages.

34. Similar is the case of seniority list. There is category-wise seniority list of all permanent employees. So there also may be a seniority list of part-time employees. Now after perusal of oral and documentary evidence of both parties, first party, can not be exempted from consequences of non-production of documents ordered to be produced, by merely saying that as second party was not in regular employment, there was no question of maintaining muster rolls and wage registers and also by saying that there is no system of maintaining seniority list of persons like second party. Till today, no seniority list, either of Part-time Employees or of Full Time Regular Employees, is filed by first party. Apart from documents filed with list of documents, Exh. 24, no other documents filed by and on behalf of first party.

35. Tanaji, witness no. 4 for second party also filed certain documents with list of documents, Exh. 41. But those are of 2001, 2007, 2008. As pointed out earlier, question before this Court is of termination, dt. 13/11/1992. So those documents can not help second party to prove alleged termination, dt. 13/11/1992. Apart from these documents, second party has also not filed any other document in support of his contention.

36. Here it is also relevant to consider that, version of Jagannath, Kantilal and Tanaji, witness nos. 2, 3 and 4 respective, for second party, about their joining as a daily wager, subsequent confirmation, promotion by adopting due procedure, is questioned during cross-examination. But these witnesses remained firm on their version throughout their evidence. Similarly, first party has nowhere denied employment of these witnesses with it. Then question arises, if all these witnesses, though joined as daily wager, later on absorbed in regular employment, why second party was not absorbed? For this in para 2(a) of written statement, Exh. 12, first party contends that second party had not confirmed to the eligibility criteria. Hence, his application for employment as PTE was not considered by the bank. This indicates that second party had also applied for regular PTE employee. But later story of non-eligibility of second party is not developed and proved by first party in its evidence. Neither any other justifiable reason is coming forth for not leading such evidence.

37. Admittedly, this Court has no jurisdiction to grant permanency to second party or to direct about regularisation of second party, but still this conduct of first party indicates towards possibility of correctness of story of second party.

38. After this entire discussion, and from oral and documentary evidence on record, stand of second party that –

- he joined first party as a Part Time Employee since 1989;
- and
- on 13/11/1992, first party orally terminated him, is more probable than the stand of first party -
- that second party was engaged by Deccan Gymkhana Branch intermittently;
- that second party was not an employee of first party
- that he is also not a workman as defined under the I. D. Act, 1947
- there was no employer-employee relationship between first party and second party

39. On this background, it can also be concluded that second party has served as PTE from 1989 to 13/11/1992; i.e. for more than 240 days continuously. As a result, in view of provisions of the I. D. Act, 1947, he attains status of a permanent employee. Contention of termination, dt. 13/11/1992 is nowhere challenged by first party. So that deems to be proved. For termination of any permanent employee, there must be a reason. No such reason is coming forth from first party, in this case. Neither it appears that any such reason was conveyed to second party at the time of his removal. First party has not come with the case of termination of second party by way of punishment for any alleged proved misconduct. Retrenchment due to insufficiency of work, is also not the story of first party. Even if, this is a retrenchment, then also there is no notification as contemplated in the I. D. Act, 1947. Admittedly, there is no notice, no notice pay, no retrenchment compensation, appears to have been paid to second party.

40. Similarly, first party has not shown any justifiable ground much less any ground, on which oral evidence led by and on behalf of second party; can be discarded. In such circumstances, contention of second party, about his termination, can not be discarded. Consequently, it is held that second party was orally and illegally terminated by first party from 13/11/1992. Issue no. 1 is answered in affirmative.

**As to issue no. 2 :-**

41. In view of findings of issue no. 1, as second party is illegally terminated, now the question comes, as to which reliefs he is entitled. In statement of claim, Exh. 05, second party prayed for reinstatement with continuation of service, with full backwages and with other ancillary benefits. So far as reinstatement at original post is concerned in statement of claim, Exh. 05, itself, second party pleads that he was again taken in service and that he was and is given salary on vouchers. In his evidence, Exh. 30 also, he deposed that till date, he is kept as daily wager, and is being paid monthly salary on vouchers. At the time of leading his evidence, Exh. 30, i.e. on 14/07/2011, he was working in Laxmi Road Branch of first party. Jagannath, Kantilal, witness nos. 2 and 3 for second party also corroborates this version of second party.

42. Second party, in statement of claim, Exh. 05 and in examination-in-chief, Exh. 30, nowhere mentioned as to since when he was again taken on work. But from above discussed evidence, it is clear that he was again taken on work and he was working with first party at least till July, 2011. So there can not be any reinstatement from the date of termination. In absence of specific date of re-joining, it is also not possible to calculate exact backwages from the date of termination, i.e. from 13/11/1992 till the date of re-joining.

43. On the point of consideration of factors, while granting a relief, first party relied upon the case of Telecom District Manager and others v. Keshab Deb, 2008 (3) L.L.N. 676 (SC) (2JJ Bench). Further it cited the case of Dena Bank, Mumbai v. Ashraf Yunus Shaikh, 2010 (1) L.L.N. 160 (Bom.). In this case, the respondent was working as sepoy in petitioner bank. He challenged his termination. It was held that, he was not given any appointment letter, neither did he ever sign any muster roll. His engagement initially was not from regular stream of appointments; nor recommended by any Employment Exchange. Under such circumstances, the appointment purely partakes the nature of a daily wages casual worker. He does not enjoy any right to continue in service. As such, there is no question of backwages. A direction was issued to pay one month's pay to the respondent in lieu of notice and a further 15 days' pay for each completed year of service as envisaged under Sec. 25 F.

44. On the point of burden of proof about completion of 240 days continued working, is on the workman, case of Municipal Council, Sujanpur v. Surinder Kumar, 2006 II CLR 643, (2 JJ Bench), is relied upon. In the same case, it is also held that if a post was not sanctioned one, appointment was illegal. Grant of monetary compensation would serve interest of justice. Similarly, the case of Vishwas Bhimrao Dhumal v. Kopargaon Nagarpalika and Others, in W.P. No. 1642 of 1986, dt. 22/04/1988, is cited on the point that the Court can decline to grant reinstatement, in case, it is found that the employee is unable to carry out or discharge the duties of the post.

45. At this stage, it is important to consider that first party has pointed out the delay caused by second party to raise this dispute. It is now proved that second party was terminated on 13/11/1992. Admittedly, present reference was

forwarded to this Court on 24/03/2004. It is settled law that there is no time limit prescribed in the I. D. Act, 1947, for raising dispute before office of Commissioner of Labour and /or before the Labour Court. It is also settled law that once the reference is forwarded to Labour Court for adjudication of specific dispute, mentioned in that reference, then this Court, can not look into the point of delay, if any, caused to raise the dispute before Commissioner of Labour and /or before this Court. This Court can not decide that point of delay, in this reference, at this stage. From settled principles of law of industrial disputes, it can be said that, this Court, at the most, can consider the point of delay in raising the dispute, before concerned authority, at the time of granting relief.

46. On this point, first party cited case of Nedungadi Bank Ltd. v. K. P. Madhavankutty and Others, 2000 I CLR 671, (SC) (2JJ Bench). In this case it is held that, "a dispute which is stale, could not be the subject matter of reference under Sec. 10 of the Act". Another case referred by first party on this point is - Digambar Rambhau Kalaskar v. Chief Manager, Staff Administration, 2000 III CLR 191, Bom. Observation in this case is that, "Even if there is no limitation provided, it is the expediency part of the provision of such a stale and old dispute for adjudication is not expedient".

47. In the light of above discussion, as second party, after his termination, dt. 13/11/1992, also worked with first party, admittedly till 2011, there will not be any question of his present reinstatement at his original post. Secondly, in absence of specific date of re-joining, it is also not possible to calculate exact backwages from 13/11/1992, till a particular date. But still his termination, dt. 13/11/1992 was illegal. So, for that purpose, he has to be compensated. Considering all aspects of the case of second party, lump-sum amount of Rs. 25,000/- will be justifiable to be given to second party by first party. Issue no. 2 is answered accordingly.

**As to issue no. 3 :-**

48. In the light of findings of issue nos. 1 and 2, in answer to issue no. 3, following order is passed :-

**ORDER**

1. Reference is answered in affirmative (partly).
2. Termination of second party dt, 13/11/1992, is illegal.
3. First party shall pay amount of Rs. 25,000/- (Rs. Twenty Five Thousand only) as a lump-sum compensation, to second party.
4. Both parties shall bear their own costs.

Date :- 21/08/2015

Pune

S. N. SHAH, Presiding Officer

नई दिल्ली, 7 सितम्बर, 2016

**का.आ. 1921.**—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में ओद्योगिक न्यायालय, पुणे के पंचाट (संदर्भ सं. 56/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 07.09.2016 को प्राप्त हुआ था।

[सं. एल-12011/73/2014-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 7th September, 2016

**S.O. 1921.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 56/2014) of the Industrial Court, Pune as shown in the Annexure, in the Industrial Dispute between the management of UCO Bank and their workmen, received by the Central Government on 07.09.2016.

[No. L-12011/73/2014-IR (B-II)]

RAVI KUMAR, Desk Officer

**ANNEXURE**

**THE INDUSTRIAL COURT MAHARASHTRA AT PUNE**

**Reference (IT) No.56 of 2014**

The General Manager,  
UCO Bank, Zonal Office,  
2190/2191 Sanskrit Vidya Mandir,  
Sports Complex, Sahakar Nagar, Pune-9

...First Party

**And**

The President,  
UCO Bank Workers' Organisation,  
185, Shaniwar Peth, Pune

...Second Party

**AWARD**

(Dated : 18.03. 2016)

Heard Advocate. Seen pursis Exh. U-9. In view of the same the reference is disposed of for want of prosecution.

Pune :  
Dated : 18.03. 2016

A. M. TAMBOLI, Presiding Officer

Asstt. Registrar,  
Industrial Court, Pune  
Srwl-

नई दिल्ली, 7 सितम्बर, 2016

**का.आ. 1922.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, दिल्ली के पंचाट (संदर्भ सं. 268/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 07.09.2016 को प्राप्त हुआ था।

[सं. एल-12011/28/2006-आईआर (बी-II)]

रवि कुमार, अनुभाग अधिकारी

New Delhi, the 7th September, 2016

**S.O. 1922.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 268/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of Indian Bank and their workmen, received by the Central Government on 07.09.2016.

[No. L-12011/28/2006-IR (B-II)]

RAVI KUMAR, Section Officer

**ANNEXURE****IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI****ID No. 268/2015**

Smt. Shree Devi, W/o Shri Ram Prasad,  
C/o Okhla Industrial Workers Union (Regd.),  
Opposite Kalkaji Bus Depot, Govindpuri,  
Delhi 110 019

...Workman

**Versus**

The Manager,  
Indian Bank, 47-48 Pragati House,  
Nehru Place,  
New Delhi – 110 00

...Management

**AWARD**

A reference was received from Ministry of Labour and Employment vice letter No.L-12011/28/2006-IR(B-II) dated 12.02.2007 for adjudication, terms of which are as under:

'Whether the action of the management of Indian Bank in terminating the services of Smt. Shree Devi, Safaiwali with effect from 13.03.2005 is just fair and legal? If not, to what relief the workman concerned is entitled to and from which date?

2. Brief facts giving rise to the present claim are that Ms. Shree Devi, workman herein, was engaged with Indian Bank(hereinafter referred to as the management) in May 1990 on a consolidated salary of Rs.1500.00 per month. Later on, services of the workman was terminated on 13.03.2005 without following provisions of Industrial Disputes Act, 1947(in short the Act), in violation of principles of natural justice.

3. The case of the workman was also espoused by the union, who sent demand notice on 17.09.2004 to the management. However, the management did not respond to the demand notice. As such, matter was referred to the Conciliation Officer. Management filed reply before the Conciliation Officer on 17.09.2005. The conciliation proceedings failed due to the attitude of the management as the management had denied the material averments. The workman was performing her duties with utmost diligence & devotion and there has never been any complaint against her either from customers or from the management. Management has neither given any show cause notice nor salary in lieu of notice at the time of termination of her services. Finally, a prayer has been made for reinstatement of the workman with all consequential benefits.

4. Reference was resisted by the management, who filed reply, taking various preliminary objections. On merits, the management denied most of the material averments and further alleged that the reference is not legally maintainable and that the workman is not entitled for reinstatement or any consequential benefits as she has not completed 240 days in any calendar year, as per the relevant provisions of the Act. Even otherwise, the workman was engaged on need based situation and on daily basis and her engagement was not perennial or permanent in nature. The workman has made a false and frivolous plea; as such, the reference is liable to be answered against the workman.

5. Workman herein filed rejoinder to the reply filed by the management, who reasserted the stand taken in her statement of claim and denied the material averments contained in the written statement. Workman has specifically denied the details of payment contained in Para 3 of the preliminary objections of the reply.

6. It is clear from the record that my learned predecessor, vide order dated 21.01.2008 took the rejoinder filed by the workman on record. However, no issues were framed and the case was listed for evidence of the workman. Workman, in support of her claim, filed her affidavit and tendered in evidence documents Ex.WW1/1 to Ex.WW1/5. It is not out of place to mention here that the management was proceeded ex-parte on 06.05.2013 and thereafter after recording ex-parte evidence of the workman, my learned predecessor of CGIT No.2, passed an ex-parte award dated 25.09.2013 whereby an amount of Rs.50,000.00 was awarded as damages. Against this award, Civil Writ Petition No.3037 of 2013 titled 'Management vs. Shree Devi' was filed before the Hon'ble High Court of Delhi, wherein vide judgement dated 15.05.2015, award passed by CGIT No.2 was set aside and matter was remanded and ordered to be heard on merits after affording reasonable opportunity to both the parties.

7. I have heard Shri K.P. Rao, A/R for the workman and Shri Vaibhav Kalra, A/R for the management.

8. It was strongly urged on behalf of the workman that evidence on record is clear to the effect that the workman herein was engaged as safai karamchari by the management for the purpose of cleaning and sweeping the premises and outer area of the branch. In this regard, attention of the court was also invited to the saving bank account Ex.WW1/7 and Ex.WW1/8 of the workman, Ms. Shree Devi and the information which was supplied under the RTI on the application of the workman, which shows that salary of the workman was being deposited in cash in the account of the workman. Learned A/R for the workman also invited attention of the Tribunal to the stand taken by the management in the pleadings wherein it is clearly admitted that the workman was engaged on casual basis as Shri Munshi Ram was employed as part time sweeper on the rolls of the bank from the very inception and it was only in his absence that services of the workman were hired on casual basis by the management. Learned A/R for the workman also took pains to take the court through other documentary evidence on record so as to prove that the workman was in service of the management since the time of her engagement in the year 1990. Learned A/R for the workman also relied upon certain rulings and I would be referring to the same while deciding the comparative merits of the case.

9. Per contra, Shri Vaibhav Kalra, learned authorized representative appearing on behalf of the management strongly resisted the claim of the workman on the ground that engagement of the workman herein was purely casual/temporary in nature and she has not completed 240 days in any calendar year. Therefore, there is no question of violation of Section 25F of the Act. The above section would come into play only in case the workman has completed 240 days as required under the statute so as to claim protection under the above provisions.

10. It was also urged that onus was on the workman to prove that she has served the management for more than 240 days in a calendar year and no cogent or specific evidence has been led by the workman in this regard. Thus, disengagement of the workman herein does not violate provisions of Section 25F of the Act. Therefore, claim of the workman is liable to be answered against her. Learned A/R for the management placed reliance upon a number of

authorities so as to prove that onus is upon the workman to prove that the workman was in the employment of the management and has worked for more than 240 days in a calendar year. In case this fact is not proved by adducing cogent evidence, case of the workman would fail on this score and no question of violation of Section 25F will arise under the law.

11. I have given careful consideration to the arguments advanced at the bar and have perused the evidence on record and I am of the view the workman herein falls within the definition of 'workman' as per Section 2(s) of the Act, which reads as under:

"2(s) Workman means any person (including an apprentice) employed in any industry to do any manual, unskilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purpose of any proceeding under this Act in relation to an industrial dispute includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

- (i) Who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act 1950(46 of 1950) or the Navy Act, 1957 (62 of 1957), or
- (ii) Who is employed in the police service or as an officer or other employee of a prison , or
- (iii) Who is, employed mainly in a managerial or administrative capacity, or
- (iv) Who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature".

12. It is clear from perusal of the above definition that even a daily wager or a casual employee who has been engaged purely on temporary basis also comes within the ambit of the definition of 'workman' as defined above. Stand of the management that the workman herein was engaged on need basis has not been substantiated in any manner and thus it remains that her engagement was purely for some time, on need basis. That would not exclude the workman herein from coming within the ambit of 'workman' as defined under section 2(s) of the Act. It has been held by the Hon'ble Apex Court in a number of cases that even engagement of a workman on casual, temporary or daily basis would attract provisions of Section 2(s) of the Act. In this regard, specific reference can be made to the case of Devender Singh Vs. MC Sanaur (AIR (2001) SCC 2532) wherein while interpreting provisions of Section 2(s) of the Act, it was held as under:

'The source of employment, the method of recruitment, the terms and conditions of employment/contract of service, the quantum of wages/pay and the mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of Section 2(s)of the Act.

The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of Section 2(s) from which it can be inferred that only a person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.

15. Whenever an employer challenges the maintainability of industrial dispute on the ground that the employee is not a workman within the meaning of Section 2(s) of the Act, what the Labour Court/Industrial Tribunal is required to consider is whether the person is employed in an industry for hire or reward for doing manual, unskilled, skilled, operational, technical or clerical work in an industry. Once the test of employment for hire or reward for doing the specified type of work is satisfied, the employee would fall within the definition of 'workman'.

13. In view of the above legal position, it is clear that the workman herein is a 'workman' within the definition of Section 2(s) of the Act.

14. The next question which arises for consideration is whether the workman herein has completed 240 days in a calendar year so as to attract applicability of provisions of Section 25F of the Act. It is neither in doubt nor in dispute that services of the workman who has completed stipulated period of 240 days in a calendar year and he is terminated without any notice or one months' salary in lieu thereof, the same would be illegal , null & void and non-est in the eyes of law. To this extent there was no dispute between the parties and the only dispute is that the workman was required to prove is that she has completed 240 days in a calendar year. In this regard, it is appropriate to refer to the pleadings and evidence adduced by the parties. It is pertinent to note here that the workman in the present case is an illiterate lady and she has clearly stated in her cross examination that she was engaged as safai karamchari by the Manager of Nehru Place branch of the management and she was taken from her house by Shri Munshi Ram, a chaprasi with the

management. She further deposed that she was paid wages of Rs.1800.00-1900.00 and later on her wages were deposited in her account. She used to clean the premises, wash utensils and run errands. She has specifically deposed that she used to work for the entire month, except holidays. Her identity card is Ex.WW1/3 issued by the management, which *prima facie* shows that the workman was engaged by the management. This document clearly shows that, in fact, it is a certificate issued by the Senior Manager, Nehru Place branch of the management and she was working as casual labour (temporary) for cleaning of office premises. Ex.WW1/4 is the details of payment towards wages made by the management in favour of the workman herein. This document also shows that from October 1997 onwards payments were made to the workman, out of which some payments were for cleaning toilets of the management and some of the payments are in respect of wages paid to the workman.

15. During the course of arguments, learned A/R for the management invited attention of the court to Ex.MW1/3 which deals with the engagement of persons during leave vacancies of the staff. In this letter, it has been highlighted that there are number of cases where branch officials have committed lapse by initially engaging candidates directly without obtaining permission from their higher authorities or engaging persons for more than the maximum number of days permitted per month. To my mind, when the management has itself admitted in its pleadings that services of the workman were hired temporarily or casually, issuance of any letter by the higher authorities to the subordinate branches of the bank would not be decisive so as to determine relationship of employer and employee or number of working days which the workman has put in service during a particular year. Perusal of pass book etc. Ex.WW1/6, Ex.WW1/7 and Ex.WW1/8 also shows payments in favour of the workman by the management.

16. There is hardly any doubt with the proposition of law that it is for the workman to prove the number of days which the workman has put in during a calendar year and to discharge such onus, workman is required to adduce clear and satisfactory evidence. In *Krishna BhagyaJala Nigam Limited Vs. Mohammad Rafi (AIR (2009) SC 522)* it is held that burden to prove his completion of 240 continuous working days lies on the aggrieved workman. There are also observations in the above judgement that simply filing of an affidavit, which is in fact a self-serving document, is not legally enough to hold that the workman has worked for 240 days in a calendar year and the workman is further required to place on record other evidence in the form of wage slip, attendance register, copy of muster roll etc. so as to satisfy the conscience of the court that the workman has completed 240 days preceding the year prior to his alleged termination. Similar view has also been taken in the case of Krishna Bhagya Jala Nigam case (*supra*) wherein specific reference has been made to previous judgements of Hon'ble Apex Court on this subject.

17. It is necessary to mention here that application of production of documents was filed by the workman initially in the year 2009 wherein the workman has sought production of documents, details of which are as given in Para 2 and the same are as under:

- (a) All the pay vouchers vide which the workman was paid since May 1990 till date of termination.
- (b) Complete Statement of account No.353845 in the name of Sri Devi W/o Shri Ram Prakash of the Indian Bank branch at Nehru Place, New Delhi from the date of opening till July 2005.
- (c) Details of salary transfer in the account No.353845 of the claimant
- (d) Names and status of the persons working and/or employed at the post of scavenger/sweeper at Nehru Place branch from the year 1990 to till date

18. There is no reply to this application from the management nor there is any specific order passed by my learned predecessor to this application. Later on, however, another application was filed by the workman on 25.02.1011 wherein the workman has sought directions to the management for production of documents mentioned in Para 1, which are as under:

- (a) All the pay vouchers vide which the workman was paid since May 1990 till the date of termination
- (b) Complete Statement of account No.353845 in the name of Sri Devi W/o Shri Ram Prakash of the Indian Bank branch at Nehru Place, New Delhi from the date of opening till July 2005.
- (c) Details of salary transfer in the account No.353845 of the claimant
- (d) Names and status of the persons working and/or employed at the post of scavenger/sweeper at Nehru Place branch from the year 1990 to till date

19. There are also averments in the application that the bank has not produced complete statement of account 353845 and details of the bank expenditure from which salary was being paid to the workman. Reply to the said application was filed on behalf of the management and stand of the management was that the application is totally misconceived, false and is misuse of process of law. However, it is averred that there was only one post of part time sweeper and Shri Munshi Ram was appointed against the said post. However, in Para 1(c) it is categorically mentioned that since the workman was engaged as sweeper and worked on need based situation, she was paid in cash and no

salary was transferred to her above account. It was also urged on behalf of the management that she was purely a casual employee and as such no register of attendance was maintained in respect of such need based or casual employees. Though her salary was being paid from the coffers of the bank but the same was paid in cash, as discussed above, by the bank. It is revealed from perusal of record that no attendance record or attendance register to show her presence/attendance of the workman has been filed by the management. Management, in reply to the claim petition, i.e. in Para 3 of its reply has given details of the number of days during which workman was engaged by the management and the same is as under:

S.No.	No. of Days	Total Amount (Rs.)	Year
1.	5	510	1997
2.	14	1410	1998
3.	2	600	1999
4.	34	3220	2000
5.	49	2260	2001
6.	8	1950	2002
7.	4	940	2003
8.	35	1920	2004

20. It is pertinent to note here that the above detail does not reflect the break up of a particular month so as to show as to how many days the workman has worked with the management in different months of the year. So far as extract Ex.MW1/4 filed by the management is concerned, same shows presence of regular employees of the bank and name of the workman herein does not find mention anywhere. As per stand of the Bank, attendance is marked only of regular employees and not of the casual or any need based employees. In such a situation, it was incumbent upon the bank to have filed complete record pertaining to payment of salary/wages to the workman, i.e. payment voucher containing thumb impression of the workman, date and month-wise salary slips as well as extract of miscellaneous and Token register from which the said payments were being debited by the bank so as to make payment of salary to the workman by the bank. Since no reason whatsoever has been assigned by the management for not producing the above documents, accordingly, this Tribunal is bound to draw adverse inference against the management. In this regard, it is appropriate to mention that statement of Shri Sathiyarayanan, whose affidavit is Ex.MW1/A is on the same lines as the stand taken by the management in the reply to the statement of claim. This witness has not again given details showing the number of days in a month which the workman has worked. He has not specifically mentioned about the expenditure head from which salary was being paid to the workman. He has simply stated that there is no token register. He simply stated that her salary was being paid from expenditure register, which is also Call Reserve Expenditure register. However, he has not filed extract of such register so as to show disbursement of salary from Miscellaneous expenditure to the workman with details, i.e. showing the date, month, year, amount etc. It is pertinent to mention here that he has admitted in his cross examination that the workman worked from 1997 to 2004, though the case of the workman is that she has worked right from May 1990 till 12.03.2005. When the payment of salary was being made, as per the stand of the management, in cash to the workman, in that situation, it was necessary to obtain signatures of the workman on some register or attendance register. But MW1 Shri Sathiyarayanan has deposed that no signature of the workman was obtained on the attendance register. He has denied the suggestion regarding credit of salary of the workman in her saving bank account. Though this witness has denied that the workman was never asked by the management to open an SB account, yet there is ample evidence on record Ex.WW1/6, Ex.WW1/7, Ex.WW1/8 as well as vouchers which show that the workman was getting amount credited, almost daily, in her account bearing No.353845. During the course of arguments, learned A/R for the management has admitted that the workman was being paid Rs.30-40 per day. If that is the case, then the stand of the workman herein that her salary was being credited in her account has been corroborated from the entries contained in Ex.WW1/5, which shows deposits of Rs.40.00 and Rs.80.00 in the year 2001 have been made in the account of the workman. But, entries in the above documents do not tally with the stand of the management contained in Para 2 of the reply and para 5 of the affidavit of MW1, Shri Sathiyarayanan wherein number of working days are reflected. Management has also tendered documents Ex.WW1/4 so as to show that safawali/scavenger was being paid wages. However, bare perusal of these entries will show that payment of wages of Rs.150.00 was made on 02.05.1997 and 03.02.1998 to Smt. Shree Devi, workman herein. Remaining vouchers do not contain names to whom payment was specifically made during the year 1998. It is not out of place to mention here that all these vouchers are photocopies and originals of the same were never

filed before the Court so as to ascertain its authenticity. It fortifies the stand of the workman to the extent that her salary was also credited in her account, as reflected in Ex.WW1/5, which shows that most of the deposits are Rs.40.00 or Rs.80.00. It is clearly suggestive of the fact that wages were being paid to the workman in the year 1998 for a sum of Rs.40 per day, but it is difficult to make out the total number of days for which the workman has worked in a calendar year.

21. During the course of arguments, learned A/R for the management put much emphasis on the fact that it is for the workman to discharge the onus that she was in the employment of management and has worked for 240 days in a calendar year. In support of his submission, learned A/R for the management has strongly relied upon the case of Ranip Nagar Palika vs. Babuji Gabhaji Thakore (Civil Appeal No.4468 of 2005 decided on 23.11.2007), General Manager BSNL vs. Mahesh Chand (Civil Appeal No.19 of 2007 decided on 15.02.2008), Atlas Glass vs Subhash Chand(WP(C) No.11206/2004 decided on 05.10.2006). To my mind, there is hardly any dispute with the proposition of law adumbrated in the above authorities and it is well settled position in law that it was for the workman to have led evidence to show that he had worked for 240 days in a year preceding his termination and merely filing of affidavit is not sufficient to prove this fact as it is a self-serving statement, which is in her favour. Workman is required to adduce cogent and reliable evidence so as to support the claim that he has worked for a particular number of days in a particular calendar year. This fact can be proved by the workman by stepping into the witness box and specifically mentioning in the pleadings the period during which he was in the employment of the management. In the case in hand, workman has come with the specific plea that she was in the employment of the management from May 1990 till her termination on 13.03.2005. Factum of employment of the workman stands duly admitted by the management in its reply and in Para 2 of the preliminary objections, management has categorically stated that the workman was engaged on casual basis as Shri Munshi Ram was employed as part time sweeper on the bank rolls from the date of inception of the bank. Workman was also doing work of cleaning and sweeping of the premises of the bank. In Para 3 of its preliminary objections, management has tried to give details of the amount paid to the workman for the period she has worked. Thus, the factum of engagement of the workman herein has been duly proved from the pleadings of the parties. Law is fairly settled that fact which is admitted in the pleadings need not be specifically proved and to this extent, the learned A/R for the management has not disputed the case of the workman.

22. Now, the other question which requires consideration is whether adverse inference can be drawn against the management for not producing documents which in their possession so as to prove 240 working days in a calendar year. Undoubtedly, initial onus to prove 240 days in a calendar year is on the workman, but the Tribunal is required to keep in mind the fact that the poor workman, who is an illiterate lady, cannot file them because all those documents were in possession of the management and the management is likely to file only such documents on record which can frustrate the claim of the workman. Learned A/R for the management heavily relied upon the ratio in General Manager BSNL case (Supra) wherein Hon'ble Apex Court has dealt with the question of burden of proof as well as drawing of adverse inference against a party. It was also a case of termination of a safaiwala whose services were illegally terminated without complying with provisions of 25F of the Act only though the case of the workman was that he worked for 240 days in a calendar year. Stand of the management was that the workman was engaged purely on temporary basis and had not worked for 240 days and was hardly engaged for 2-3 hours a day on some days. Since conciliation failed, reference was made to the Tribunal and the Tribunal came to hold that the claim of the respondent that he was engaged as safaiwala stood vindicated. Accordingly, it was held that termination of the workman from service is illegal and he is entitled for reinstatement with continuity of service without back wages. Learned Single Judge of the High Court dismissed petition filed by the management and thereafter matter was taken in appeal to the Hon'ble Apex Court. Since evidence led by the workman regarding working hours was not found to be reliable, as such, findings of the Tribunal regarding number of working hours was set aside and it was also held that there was no sanctioned post of sweeper so as to retain services of such workmen. There were several inconsistencies found in the statement of the workman. Regarding adverse inference to be drawn, in Para 10 of the judgement reliance was placed in YM Yellati Vs. Executive Engineer (2006 1 LLJ SCC 442) wherein it was observed as under:

“Analyzing the above decisions of this court, it is clear that the provisions of the Evidence Act in terms do not apply to the proceedings under section 10 of the Industrial Disputes Act. However, applying general principles and on reading the afore-stated judgments, we find that this court has repeatedly taken the view that the burden of proof is on the claimant to show that he had worked for 240 days in a given year. This burden is discharged only upon the workman stepping in the witness box. This burden is discharged upon the workman adducing cogent evidence, both oral and documentary. In cases of termination of services of daily waged earner, there will be no letter of appointment or termination. There will also be no receipt or proof of payment. Thus in most cases, the workman (claimant) can only call upon the employer to produce before the court the nominal muster roll for the given period, the letter of appointment or termination, if any, the wage register, the attendance register etc. Drawing of adverse inference ultimately would depend thereafter on facts of each case. The above decisions however make it clear that mere affidavits or self-serving statements made by the claimant/workman will not suffice in the matter of discharge of the burden placed by law on the workman to

prove that he had worked for 240 days in a given year. The above judgments further lay down that mere non-production of muster rolls per se without any plea of suppression by the claimant workman will not be the ground for the tribunal to draw an adverse inference against the management. Lastly, the above judgments lay down the basic principle, namely, that the High Court under Article 226 of the Constitution will not interfere with the concurrent findings of fact recorded by the labour court unless they are perverse. This exercise will depend upon facts of each case."

22. So far as the case of RM Yellati case (supra) is concerned, reference of the same also finds mention in the case of Ranip Nagar Palika case (supra).

23. Learned A/R for the workman countered the submission raised by the management regarding adverse inference by placing reliance upon the case of Gauri Shankar Vs State of Rajasthan (2015 STPL 4539 SC) and American Express Banking Corporation (1985 (2) LLJ 539). In Gauri Shankar case(supra) application was moved by the workman for proving of documents, muster roll, attendance register etc. Management has produced only some documents and the entire record was not placed on record so as to prove the number of working days put in by the workman. In Para 14, it was observed as under:

"It is not in dispute that the workman was employed with the respondent- Department in the year 1987 and on the basis of material evidence adduced by both the parties and in the absence of the non-production of muster rolls on the ground that they are not available, which contention of the respondent-Department is rightly not accepted by the Labour Court and it has recorded the finding of fact holding that the workman has worked from 1.1.1987 to 1.4.1992. The Labour Court has drawn adverse inference with regard to non-production of muster rolls maintained by them, in this regard, it would be useful to refer to the judgment of this Court in the case of Gopal Krishnaji Ketkar v. Mohd. Haji Latif & Ors.[6] wherein it was held thus:

"5. ....Even if the burden of proof does not lie on a party the Court may draw an adverse inference if he withholds important documents in his possession which can throw light on the facts at issue. It is not, in our opinion, a sound practice for those desiring to rely upon a certain state of facts to withhold from the Court the best evidence which is in their possession which could throw light upon the issues in controversy and to rely upon the abstract doctrine of onus of proof. In Murugesam Pillai v. Gnana Sambandha Pandara Sannadhi, Lord Shaw observed as follows:

"A practice has grown up in Indian procedure of those in possession of important documents or information lying by, trusting to the abstract doctrine of the onus of proof, and failing, accordingly, to furnish to, the, Courts the best material for its decision. With regard to third parties, this may be right enough-they have no responsibility for the conduct of the suit but with regard to the parties to the suit it is, in their Lordships' opinion an inversion of sound practice for those desiring to rely upon a certain state of facts to withhold from the Court the written evidence in their possession which would throw light upon the proposition."

24. It is clear from ratio of the above authority that though burden of proof of proving 240 days in a calendar year preceding the termination is upon the workman, but the said burden was discharged when the workman has entered into the witness box and filed documents in her possession so as to prove that she was really engaged by the management to do the work of safai/cleaning etc. Non production of the relevant documents, discussed above, by the management on the application of the workman would certainly give rise to adverse inference to the case on hand inasmuch as the workman, who is admittedly an illiterate lady, has made application twice for production of documents as discussed above so as to prove that she has worked for 240 days in a calendar year. Though the burden of proof was upon the workman, yet non-production of the documents, to which the workman did not have any access would result in drawing adverse inference against the management in such circumstances. Admittedly, the workman filed her SB passbook Ex.WW1/5 and Ex.WW1/6 as well as other documents showed Rs.40 per day was being deposited in cash and during that period she was admittedly working with the management. It can be safely presumed that the said amount of Rs.40.00 is the wage of the workman herein. It is also the case of the management that she was being paid Rs.30-40 for doing sweeping the premises of the bank. If that is really the stand taken by the management then same stands corroborated and fortified by the SB passbook. In such circumstances and in the backdrop of such a situation, it was incumbent upon the bank to file the entire record, particularly during the last 2-3 years of her services, i.e. 2002, 03, 04 and 05.

25. In American Express Banking Corporation case (supra) Hon'ble Apex Court also dealt with the meaning of 240 days so as to consider applicability of provisions of section 25F and 25B of the Act. In the said case, Hon'ble Apex Court observed that a workman who has worked in a calendar year even for less number of days, i.e. less than 240 days in a calendar year, then Sundays as well as paid holidays should be taken into account for the purpose of reckoning the number of days for which an employee has actually worked. Not only this, even gazetted holidays for which wages are paid, are required to be counted for the purpose of 240 working days in a calendar year. It is pertinent to mention here

that the workman has approached the management under the RTI Act for providing necessary information regarding the number of days she has worked with the management and also moved application on 02.04.2015. She has submitted her pass book for SB account No.353845 with the bank and the information furnished by the bank commences from 31.03.2002 to 12.03.2005. Case of the workman in the pleadings is that she has worked upto 12.03.2005 and entry in Ex.WW1/8 is upto 06.08.2005. It is difficult to ascertain from perusal of the entries whether the deposits are in respect of wages given to the workman. Since these documents are maintained by the bank in respect of the workman herein, it was for the bank to explain that the entries in the above SB account do not pertain to the salary/wages of the workman. Bank should have given month-wise details so as to prove that wage/salary of the workman was being paid every day or every month. It is not understandable from where the figures of working days of the workman herein, as mentioned in para 2 of main reply and para 5 of the affidavit of Shri Sathiyaranayanan MW1 has been taken, particularly when there is no record of attendance or of miscellaneous expenditure with the management. Since the management has not submitted the said information, as such, this Tribunal is bound to draw adverse inference against the management. As a necessary corollary, it is held the workman herein has worked for more than 240 days in a calendar year.

26. Having said so that the workman has worked for 240 days in a calendar year prior to her termination and evidence on record is crystal clear that no notice was served upon the workman before ordering her termination nor one month salary was paid to her in lieu of such notice, as such, mandatory requirement of Section 25F in the case in hand stands flouted and resultantly it is held that termination of service of the workman herein is illegal, null & void and non-est in the eyes of law.

27. Now the residual question which arises for consideration is whether the workman herein is entitled for reinstatement or retrenchment compensation by the management. A number of authorities were cited by the learned A/R for the management to the effect that there is no sanctioned post and the workman has not worked for number of years with the management or there is delay in making reference to this Tribunal. In that eventuality, instead of ordering reinstatement, this Tribunal would award reasonable compensation/retrenchment compensation to the workman. In this regard reliance was placed in MP Administration vs Tribhuvan, Jagbir Singh vs HP Agricultural marketing (2009 (15) SCC 327), Nagar Mahapalika vs State of U.P. (Civil appeal No.2411 of 2006 decided on 02.05.2006) and Madhya Pradesh Administration Vs. Tribhuban (Civil Appeal No.1817 of 2007 decided on 05.04.2007). I have gone through the ratio of law enunciated in the above authorities and perusal of the same clearly suggests that reinstatement of a workman whose services have been terminated wrongly and illegally is not to be done in a routine manner and as a matter of course by Tribunal. The Tribunal is required to take a number of factors into consideration, such as, whether the post in question from which the workman was terminated was a sanctioned post or selection was made in accordance with rules and regulations by inviting applications, whether there is delay in making reference to the Tribunal by the workman was engaged as a daily wager etc. Since in the case in hand bank has already engaged a regular safaiwala, as such, this Tribunal is of the opinion that it is in the larger interest of justice that a reasonable amount of compensation is paid to the workman instead of reinstating her.

28. It is also not out of place to mention here that earlier vide award dated 25.09.2013, workman herein was granted damages for a sum of Rs.50,000.00. Workman, at that time, had never assailed the said award by filing writ petition in the Hon'ble High Court. Matter was taken to the Hon'ble High Court by the management, when the award was set aside and matter was ordered to be reheard, after affording opportunities to the parties to adduce evidence on merits. Had management not gone in appeal, workman would have got a paltry amount of Rs.50,000.00 only, as such, this Tribunal is of the opinion that having regard to the overall circumstances of the case, including length of service etc., an amount of Rs.1,50,000.00 appears to be just and reasonable, which is awarded to the workman. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : September 2, 2016

A. C. DOGRA, Presiding Officer

नई दिल्ली, 14 सितम्बर, 2016

**का.आ. 1923.—**ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 1227/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-12012/324/2002-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 14th September, 2016

**S.O. 1923.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1227/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 06.09.2016.

[No. L-12012/324/2002-IR (B-I)]

RANBIR SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

##### Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 14<sup>th</sup> July, 2016

##### Reference: (CGITA) No. 1227/2004

1. The Chief General Manager,  
State Bank of India, LHO, Bhadra,  
Ahmedabad – 380001.
2. The Branch Manager,  
State Bank of India,  
Main Branch, Porbandar

...First Party

V/s

Shri Sunil Manilal Laleeta,  
C/o Shri M.K. Paul,  
16, Bhaktinagar, Station Plot, Akash Complex,  
Rajkot – 360001

...Second Party

For the First Party : Shri B.M. Joshi  
For the Second Party : None

#### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/324/2002-IR (B-I) dated 09.04.2003 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

#### SCHEDEULE

“Whether the action of the State Bank of India in terminating the service of Shri Sunil Manilal Laleeta w.e.f. 31.12.2001 is justified? If not, what relief the concerned workman is entitled for?”

1. The reference dates back to 09.04.2003. The second party submitted the vakalatpatra Ext. 2 along with statement of claim Ext. 3 on 27.01.2004. First party also submitted written statement Ext. 4 on 19.04.2005. Since then, second party has been absent and has also not been leading evidence despite even giving opportunities to lead his evidence even in his absence on the earlier dates. Thus, it appears that the second party has not been intending to prosecute the case.
2. Thus, the case is dismissed in non-prosecution of the case by the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 14 सितम्बर, 2016

**का.आ. 1924.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसारण में केन्द्रीय सरकार बलिया इटावा ग्रामीण बैंक के प्रबंधनतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 46/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-12012/43/2013-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 14th September, 2016

**S.O. 1924.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 46/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the management of Ballia Etawah Gramin Bank and their workmen, received by the Central Government on 06.09.2016.

[No. L-12012/43/2013-IR (B-I)]

RANBIR SINGH, Section Officer

#### ANNEXURE

#### BEFORE SRI SHUBHENDRA KUMAR, HJS, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOR COURT, KANPUR

#### Industrial Dispute No. 46 of 2013

Sri Rajesh Kumar Saxena,  
Son of Sri Virendra Swarup Saxena,  
Vill & Post Gohani Kalan  
District Auraiya.

**And**

The Chairman,  
Ballia Etawah Gramin Bank,  
Head Office Indira Market,  
Ballia.

#### AWARD

- Central Government, MoL, New Delhi vide notification no.L-12012/43/2013-IR(B-1) dated 20.05.13 has referred the following dispute for adjudication to this tribunal.
- Whether the action of the management of Ballia Etawah Gramin Bank, Ballia in terminating the services of Sri Rajesh Kumar Saxena son of Sri Virendra Swaroop Saxena workman with effect from 20.09.07 is just fair and legal? If not to what relief the workman concerned is entitled to?
- In his claim petition the worker has alleged that he was appointed as messenger on 5.5.91 and has worked with opposite party bank for 16 years. His services were terminated on 20.09.07 without giving any notice, notice pay or retrenchment compensation. He raised his dispute before ALC, U.P. Kanpur, on which I.D. Case No.34 of 09 was registered in Industrial Tribunal No.III Kanpur where opposite party, has challenged the jurisdiction and that tribunal has admitted the jurisdiction of the dispute lies with Central Government.
- Opposite party bank has filed objection that the worker has also raised same dispute which was referred by the State Government and registered the same in Industrial Tribunal III Kanpur as case No.34 of 09, where claim petition, written statement and rejoinder were exchanged between the parties and the tribunal was pleased to pass an award on 2.11.11 on merit holding that worker had not been able to prove his case. The said award was published by State Government, and thereafter worker has raised the same dispute before ALC© Kanpur as such the present dispute is barred by the doctrine of res-judicata.
- Worker filed rejoinder and reiterated his claim.
- Worker has filed 10 documents per list 10/1.
- In the written statement, worker has raised objection that this case is barred by principle of res-judicata.
- Both the parties were heard on this point.
- Ld. M.R. argued that in the explanation 8 of section 11 CPC it is provided that an issue had and finally decided by a court of limited jurisdiction competent to decide said issue shall operate as res-judicata in a subsequent suit

notwithstanding that such court of limited jurisdiction was not competent to try such subsequent suit or the suit in which such issue has been subsequently raised. It is contended that Industrial Tribunal III Kanpur has decided the case on merit therefore, subsequently present industrial dispute on the same facts between same parties for the same prayer regarding same dispute is barred by principle of res-judicata.

10. Learned work representative for worker has contended that industrial dispute principle of res-judicata is not applicable and has relied on a citation 1975 (31) FLR page 314 General Transport Corporation versus Labor Court, decided by Hon'ble Andhra Pradesh High Court. The management representative has also cited case law of Hon'ble Apex Court 2004 SCC(L&S) page 32 Pondicherry Khadi & Village Board versus Kulothangal and another wherein Hon'ble Apex Court has held that doctrine of res-judicata are applicable in industrial dispute.

11. Now adverting to the award given by Industrial Tribunal No. III Kanpur of which copies are filed by both the parties, it appears that industrial dispute No.34/09 was registered between the parties on the same reference referred by State Government in which issue of jurisdiction as well as issue of relationship of master and servant was framed. Although state tribunal has held that reference in the matter was beyond the jurisdiction of state Government and considering the oral and documentary evidence available on the record learned tribunal has held that the worker has failed to prove his case and is not entitled to any relief.

12. Thus it is clear that learned tribunal has decided the matter on the point of jurisdiction as well as on merit, therefore, the tribunal was having limited jurisdiction but as the tribunal has decided the case on merit also after considering oral and documentary evidence, it is held that this subsequent case on the reference made by central Government is barred by doctrine of res-judicata and therefore, worker is not entitled to any relief.

13. Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 14 सितम्बर, 2016

**का.आ. 1925.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ग्रामीण बैंक ऑफ आर्यव्रत के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 140/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-12011/89/2013-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 14th September, 2016

**S.O. 1925.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 140/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of Gramin Bank of Aryawart and their workmen, received by the Central Government on 06.09.2016.

[No. L-12011/89/2013-IR (B-I)]

RANBIR SINGH, Section Officer

#### ANNEXURE

**BEFORE SRI SHUBHENDRA KUMAR, HJS, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR**

**Industrial Dispute No. 140 of 2013**

Sri R. P. Singh,  
State Executive Committee Member,  
U.P. Bank Workers Organization,  
3/13 Mathura Nagar,  
Aligarh. U.P.

**And**

The Chairman,  
 Gramin Bank of Aryawart,  
 Head Office,  
 A-2/46, Vijay Khand,  
 Gomti Nagar,  
 Lucknow.

**AWARD**

1. Central Government, MoL, New Delhi, vide notification No. L-12011/89/2013-IR(B-I) dated 13.11.2013, has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of management of Gframin Bank of Aryawart in making payment of half time scale wage although taking full day work from Smt. Machhla Devi part time messenger cum sweeper with effect from 2.4.99 is just fair and legal? If not to what relief the workman concerned is entitled?
3. It is common ground that the worklady Smt. Machala Devi was appointed vide appointment letter dated 19.04.99, paper no. 11/4, at the post of part time messenger cum safai karamchari on compassionate ground after her interview conducted by the bank which fact is also admitted by the management.
4. It is the case of the worklady that from the appointment order it is not clear as for what period she will perform her duties in the bank. From the appointment letter it is also clear that the period of probation shall be twelve months and during the period of probation she will paid salary and emoluments as applicable to the starting scale of part time messenger cum sweeper. It is also the case of the worklady that the branch manager took from her the duty for full day, therefore, by her representation dated 10.04.02 and 17.09.02 she made a request to the bank to pay her full pay and allowance which was turned down by the bank. It is also stated that the worklady with effect from 21.04.99 had worked for full day in the bank and therefore, she has become entitled to get full pay and allowance and as such her claim may be allowed.
5. In written statement the bank has denied the claim of the worklady on a number of grounds like the worklady is not covered under the definition of workman as defined under section 2(s) of the Act; it does not come within the competence of the tribunal to decide the wages of the workman; the claim of the worklady is highly belated as such is liable to be rejected; the present reference order is without jurisdiction; it has been clearly stated in the appointment letter that worker has been appointed at half time scale wages which was acceptable to the worklady; the worklady had been working only for three hours per day at the branch and for two hours on Saturday and the wage of part time employee is decided on the basis of the working period for which she or he is really engaged; it is denied by the bank that the branch manager ever took from her the duty beyond the prescribed working hours and that the worklady has rightly been paid her wages as per terms of her appointment letter and therefore, she is not entitled for the relief claimed on her behalf by the union. As such the claim is liable to be rejected being devoid of merit.
6. In the rejoinder filed by the union nothing new has been narrated except reiterating the facts already pleaded in the claim petition.
7. Both parties have filed documents which shall be discussed at the appropriate stage. Worklady has examined herself as w.w.1 whereas the Manager of the bank has filed his affidavit and he was cross examined.
8. In brief worklady has alleged that she was working in the bank from 21.4.99 for full day but she was being paid her wage a part time employee instead of full wage. In the written statement it was admitted that the worklady was given appointment on compassionate ground. Although she has applied for the post of messenger cum sweeper and after interview she was given appointment as part time messenger cum sweeper vide appointment letter dated 19.04.99 and agreeing with the terms of appointment she joined her duty on 21.04.99 at Bundu Katra Branch of the bank. Smt. Machala Devi has admitted in her cross examination that she did apply for the post of messenger cum sweeper on compassionate ground and she was called for interview and she has admitted the appointment letter which is paper No. 11/4 but she has denied that she was appointed as part time messenger cum sweeper as she was working for the whole day.
9. Contrary to it I. K. Tiwari branch manager of the bank has stated in his evidence that Smt. Machala Devi was appointed by the chairman of the bank vide appointment letter as part time messenger cum sweeper and she has joined her duty on 21.04.99. Her working hours from Monday to Friday were for three hours and on Saturday her working hours were for two hours. In her cross examination the witness has denied the authenticity of the alleged seniority list filed by the worker as the same has not been signed by the competent authority which is paper No. 8/9-17.
10. Both parties have filed copy of appointment letter which reveals that she will be paid during the probation period wages applicable to part time messenger which is paper No. 8/4. She has joined her duties as is evident from paper no. 8/5. She has also made an application for converting her from part time messenger to full time messenger on which

the bank had informed her that at present it is not possible to consider her request which shall be considered at appropriate time which is also evident from paper No.8/7. Although in her pay slip her designation is written as office attendant but the same could not be treated as conversion of her service as full time messenger cum sweeper. In the seniority list filed by the worklady which is paper No.8/9-D and in the said list the name of the worklady figures at serial No. 915 ad 916 in which there is mention of part time in bracket against the name of Rajesh Kumar and Manoj Kumar but the list has not been signed by any officer of the bank and the same is not accepted by the witness of the management.

11. As discussed above it is established that the worklady was appointed on compassionate ground as part time messenger cum sweeper as per her appointment letter dated 19.4.989 and she has joined the bank on 21.4.99 and during her service she had applied for her conversion to full time safai karamchari which was not accepted. As such her services remained as part time messenger cum sweeper and she remained in the service of the bank as part time employee and her duty hours remained only for three hours per day except Saturday. She might have remained present at the branch for whole day of her own but same could not entitle her to claim wages of messenger cum sweeper like full time employee.

12. For the reasons explained above, it is held that the worklady is not entitle to claim full time wages for the post of messenger cum sweeper as admittedly she was appointed as part time employee by the bank.

13. Reference is therefore, decided against her and in favor of the bank.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 14 सितम्बर, 2016

**का.आ. 1926.—**ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यू.पी. ग्रामीण बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 36/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-12012/23/2009-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 14th September, 2016

**S.O. 1926.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the Industrial Dispute between the management of U.P. Gramin Bank and their workmen, received by the Central Government on 06.09.2016.

[No. L-12012/23/2009-IR (B-I)]

RANBIR SINGH, Section Officer

#### ANNEXURE

**BEFORE SRI SHUBHENDRA KUMAR, HJS, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR**

**Industrial Dispute No. 36 of 2009**

#### Between-

Sri Ram Kewanchal,  
Son of Sri Hari Lal,  
G-1147, Awas Vikas Yojna – 1,  
Kalyanpur,  
Kanpur.

#### And

The Chairman,  
U.P. Gramin Bank,  
A-1 Civil Lines,  
Rae Barely.

## AWARD

1. Central Government MoL, New Delhi, vide notification no.L-12012/23/2009-IR B-1) dated 07.07.09 has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of Baroda U.P. Gramin Bank in dismissing Sri Ram Kewanchal from service of the bank w.e.f.25.02.08 on the basis of findings of the enquiry officer dated 03.07.2006 is legal and justified? If not what relief the workman concerned is entitled?
3. It is common ground that the workman while posted as clerk cum cashier at Bank's Jhinjhak Branch was served with a charge sheet dated 24.11.05, for certain acts of misconduct committed by the workman, as enumerated in the charge sheet. The opposite party bank instituted departmental inquiry against the worker and appointed enquiry officer and presenting officer to investigate the allegations of charges.
4. The enquiry officer after concluding the inquiry submitted his report dated 03.07.06 before the disciplinary authority holding all the charges as proved against the workman and thereafter the disciplinary authority by order dated 21.11.07 issued show cause notice proposing punishment of dismissal from service which was replied by the workman by letter dated 03.12.07 which was not found satisfactory by the disciplinary authority and ultimately the disciplinary authority passed his final order dated 25.02.08 dismissing the workman from the services of the bank. Appeal preferred by the worker also failed, thereafter, on raising an industrial dispute, the present dispute has been referred to this tribunal by the appropriate government for adjudication.
5. The worker has assailed the action of the management on a number of ground viz, inquiry was not conducted fairly and properly; to consider the reply to the charge sheet is not the domain of the enquiry officer to arrive at a conclusion whether on the basis of reply of the worker, whether there is any need of instituting inquiry in the matter or not, therefore, directing the worker to submit his reply before the inquiry officer is a futile exercise of the opposite party; charge sheet is vague; inquiry officer acted like a prosecutor and lastly the inquiry report is perverse.
6. On the basis of above the worker has prayed that the action of the opposite party in awarding him punishment of dismissal from service be set aside and the workman be directed to be reinstated in the service of the bank with full back wages, continuity of service and with all consequential benefits.
7. The opposite party filed its reply in which the entire allegations of the workman have been denied vehemently on the ground that inquiry was conducted against the worker in just and fair manner by the enquiry officer, he observed the rules of natural justice in providing each and every possible opportunity to the worker to defend himself which was availed by the worker; enquiry office has recorded a well reasoned findings whereby worker was held guilty of all the charges; charge sheet is legal; he was rightly given proposed show cause notice and has rightly been awarded the punishment of dismissal from banks service on proved misconduct; appeal has rightly been rejected by the appellate authority; the misconduct committed by the worker is of grave nature and relates to moral turpitude and lastly his act is of unbecoming of a bank employee.
8. On the basis of above it has been prayed that the claim of the worker is liable to be rejected being devoid of merit.
9. Rejoinder has been filed by the worker but nothing new has been detailed therein.
10. The management vide list dated 13.12.2010 has filed photocopies of 15 documents which shall be discussed at appropriate stage.
11. On the basis of pleadings of the parties my predecessor has framed a preliminary issue on 31.01.11 regarding fairness of domestic inquiry and on 24.01.13 the tribunal has permitted the parties to adduce evidence on preliminary issue.
12. Management has examined M.W.1 Sri Sunil Kumar Goel, enquiry officer on preliminary issue, On 15.01.15 representative for the worker has endorsed on the order sheet that he does not want to cross examine the witness M.W.1, who was present in the court and thereafter arguments were heard on preliminary issue and by order dated 04.03.2015 this tribunal held that the enquiry conducted by the bank is neither unfair nor unjust. Management representative has endorsed on the order sheet that as enquiry has been held fair and proper management does not want to adduce any evidence and closed its evidence. Worker also did not adduce any evidence.
13. I have heard the party's representative at length and have also perused the records of the case.
14. In view of above, now it has to be seen whether the management is successful in proving the charges against the worker on the basis of evidence already on the record of domestic inquiry and further it is to be seen as to findings recorded by the enquiry officer suffers from infirmities or not or finding is vitiated and lastly it is to be seen whether charges are found to be proved against the worker, the tribunal has to examine whether punishment awarded to him

commensurate with the nature of proved misconduct or it requires intervention at the hands of the Tribunal in exercise of its power as enshrined under section 11-A of Industrial Disputes Act, 1947.

15. On perusal of charge sheet it is clear that the worker has been charged on 7 counts by the management of which 1<sup>st</sup> charge is regarding embezzlement of Rs.10000/- on 02.12.04, 2<sup>nd</sup> charge is regarding not paying the deficit amount within time assured by the order up to 07.12.04, 3<sup>rd</sup> charge relates to compelling bank to make good the deficit amount by deducting from the salary of the worker, 4<sup>th</sup> one is regarding obtaining of R.40,000/- loan from Sri Santosh Kumar Srivastava by using a forged pay slip on the letter head of the bank, 5<sup>th</sup> and 6<sup>th</sup> one are regarding issuance of cheques by the worker without having sufficient balance in his account and 7<sup>th</sup> one is regarding submission of explanation which were not found satisfactory.

16. Enquiry officer in his report has found all the charges to be proved and thereafter Regional Manager had issued show cause notice to the worker and also gave an opportunity of personal hearing to the worker and awarded punishment of dismissal to the worker from the service of the bank and appeal preferred by the worker assailing the final order also stood rejected by the appellate authority.

17. On the perusal of charge sheet and enquiry report it appears that the inquiry officer has submitted his report regarding 11 charges and found all the charges having proved but there appears no specific charge from serial no. 8 to 11 in the charge sheet. As charge no.8 is simply reiteration of above 7 charges and there is no charge mentioned in charge sheet as charge no.9 to 11 which are simply appointment of enquiry officer, affording of opportunity to the worker for filing written statement and for seeking help of his defense representative In the inquiry.

18. It is simply surprising to note that after going through the findings of inquiry officer, I find that the inquiry officer on charge no.8 to 11 he has written in his report that these charges are proved on the basis of findings of charge nos. 4, 5 and 6 and has given his finding only on charge no. 1 to 6.

19. It is really strange that inquiry officer could not see the charge sheet thoroughly to know that no separate charge is there from serial no. 9 to 11 and charge no.8 is simply gist of charges from charge no. 1 to 7. When there is no charge, inquiry officer was wrong in holding the worker guilty for charges no. 9 to 11.

20. Management has submitted copy of charge sheet; proceedings of Preliminary inquiry, copy of regular inquiry conducted against the worker and copy of documents relied in inquiry, inquiry report and other relevant documents which are paper no. 10/2-287.

21. Presenting Officer, has examined Kripa Shanker Gupta, Jagdish Narain and Sri Vijay Pal Sachan and did not examine Ram Baboo Shukla, Advocate.

22. Defense representative has examined Sri S.N Tripathi in defense and did not examine Santosh Kumar Srivastava after seeking sufficient time.

23. On perusal of charge sheet it appears that charge no.1,2 and 3 are regarding embezzlement of Rs.10000/- by charge sheeted employee (hereinafter referred to as CSE for the sake of brevity) and not depositing it within time taken by CSE and was recovered by the branch manager thereafter are interconnected and therefore, charge no 1, 2 and 3 are taken up together for deciding the same.

24. It is admitted fact that CSE was working as cashier on 2.12.04 and Rs.10000/- was found short in the counter and the matter was reported by the CSE same day to the branch manager and requested to allow him over draft facility in his saving bank account so that the short fall in cash may be made good through his saving bank account by transferring the amount of Rs.10000/- from his saving bank account for appropriating the short fall in cash. This fact is admitted by the then branch manager. He has further admitted that he reported the matter to the head office vide letter no, KKGB/GJK/24/570-F/189 on the same day which is paper no. 10/169.

25. From perusal of this letter it is clear that on verification of cash Rs.10, 000/- was found to be short but it could not be transpired as to how it became short. The money could not be made good as sufficient balance was not available in the saving bank account of CSE. Under these circumstances these circumstances he had permitted over draft facility in the saving bank account of CSE on the same day and CSE has promised to deposit the money in his saving bank account by 7.12.04, which clearly indicates that the then branch manager has not reported about the embezzlement of the amount by the CSE as he was aware of the fact that in cash transactions sometimes cash may become short due to rush of work at the cash counter. He did not take any serious measure and submitted his report to head office in a very simple manner.

26. It is pertinent to mention here that in case CSE would not have been allowed the facility of over draft in his saving bank account the amount detected to be short by Rs.10000/-, in cash the branch manager would have certainly asked the CSE to make good the deficiency of shortage of amount in cash immediately the same day then the CSE who was left with no other option to deposit the amount by arranging the money from other sources.

27. Paper no. 10/167 dated 17.12.2004 and 161 dated 20.04.05 are letters sent by the branch manager to the head office stating that CSE has not deposited the amount of Rs.10,000/- by 07.12.2004 as requested by him and paper o.10/168 is letter sent to the bead office by the branch manager is dated 10.11.05 which reveals tht from the salary of CSE an amount of Rs.10,000/- along with interest accrued thereon was recovered from his saving bank account in between 22.12.04 to 28.03.05, which clearly establishes that the CSE did not did not deposit the amount of Rs.10,000/- within time requested by him ad thereafter the same was recovered from his saving bank account along with interest accrued thereon.

28. From the discussion made above it is apparent that CSE has admitted in writing and reported the matter to the branch manager on the same day about the short fall of R.10,000/- and at the same time the branch manager appropriated the shortage in the cash of Rs.10,000/- from the saving bank account of the CSE by allowing over draft facility in his account knowing the fact that sufficient balance was not available in the saving bank account of CSE on the request of CSE to deposit amount by 07.12.04, and informed the matter to the head office in a simple way that he had neither stolen the amount nor embezzled the same.

29. As CSE could not be able to deposit the amount as per his promise the branch manager ultimately realized the amount from the salary of the CSE along with interest accrued thereon.

30. Therefore, there does not arise any question of embezzlement of the amount by the CSE as he was the first person to inform about short fall to his branch manager and not any ill motive was found against the CSE. The only thing found against the CSE is not fulfilling his promise to deposit the amount of Rs.10, 000/- allowed to him through over draft facility in his saving bank account for the purposes of appropriating short fall the same day. There may be reason for not depositing the amount but as the bank has recovered the amount from the salary of CSE, it can be held that CSE was negligent in depositing the amount and he cannot be said to have embezzled the amount.

31. Accordingly charge no. 1, 2 and 3 are decided.

32. As regard charge no.4 and 5 are concerned, charge no.4 is regarding taking of loan of R.40,000/- by CSE from Sri Santosh Kumar Srivatava after submitting forged pay in slip prepared on letter head of the bank and charge no.5 is against the worker for issuing cheque no.07741 dated 3.6.05 for Rs. 40,000/- from saving bank account no.4196 in the name of Sri Santosh Kumar Srivastava for repayment of loan and drawing Rs.48000/- on 07.06.05 and R.700/- on 08.06.05 frustrating the payment of cheque issued to Sri Santosh Kumar Srivastava. The alleged forged pay in slip is paper no. 10/175 and provisionar pf Rs.40,000/- loan taken by the worker from Santosh Kumar Srivastava is paper no.10/74. The alleged forged pay in slip is not filed in original but its photocopy if filed. These papers are received in bank on the complaint made by Sri Ram Babu Shukla, Advocate who has also informed that loan amount was repaid by cheque issued by worker could not passed due to insufficient balance in the account of the CSE. In this regard Ram Babu Shukla appears to be an important witness in the domestic inquiry but he was not examined I inquiry by the presenting officer though his name was included in the list of witnesses and likewise the name of Sri Santosh Kumar Srivastava was given by the worker as his witness but he too was not examined I the inquiry. It is pertinent to mention here that it is the duty presenting officer and enquiry officer to examine all the relevant witness in domestic inquiry and worker cannot be held responsible for not producing his witness.

33. M.W.4 Sri Vijay Pal Sachan the then branch manager has stated that pay in slip paper no. P.O.I 7(D) dated 13.7.02 relates to worker and this document is not signed by hm. He has also stated that the number mentioned in pay in slip relate to some other document. He has not denied the fact whether the amount mentioned in the pay in slip is not correct. On perusal of pay in slip there appears signature of the branch manager and below that G-3 is mentioned. Presenting officer has not examined the officer whose signatures are alleged to be made on the pay in slip and he was the best person to deny his signature. This paper is not admitted by the worker and since it is a photocopy it cannot be relied unless it is compared with the original and there is no evidence collected during the inquiry that this pay in slip was prepared by the worker himself. Therefore in the absence of examining Sri Ram Babu Shukla, Advocate and Sri Santosh Kumar Srivastava and the concerned officers whose signatures are appearing in pay in slip and considering this fact that no efforts ha been made by the presenting officer and enquiry officer to examine these persons or to produce the original of the documents like pay in slip etc. There may be fact that worker had taken loan of R.40,000/- from Santosh Kumar Srivastava much before the issuance of charge sheet, it cannot be said that the loan is taken on the basis of forged and prepared pay in slip.

34. As regards bouncing of cheque issued by the worker in favor of Santosh Kumar Srivastava due to insufficient of funds it may be a case of Negotiable Instrument Act of which only Santosh Kumar Srivastava has right to file complaint there under against the worker and bank has no authority to intervene in the personal contract of worker and Santosh Kumar Srivastava. It appears that this matter is of the year 2002 which has been purposely added in this charge sheet with the sole purpose to enhance the gravity of the charges against the CSE.

35. For the reasons give above charge no.4 and 5 are not found established against the worker.

36. As regard charge no.6 is concerned, it relates for issuance of cheque by worker to different persons without having sufficient in his account and three instances of the year 2005 have been quoted. It is further alleged that by the above act of the worker the image of the bank has been tarnished in public. In this regard M.W.2 Jagdish Narain has been examined in inquiry who had proved the documents. It is again reiterated that transaction of amount by the worker in his personal capacity and if cheque issued by the worker are bounced for one reason or the other, he would be liable against only that person in whose favor cheques are issued and the bank does not come in the private transactions of the worker nor it can be said that the worker has lost his confidence in the bank as worker has not done any thing which may constitute losing his confidence reposed by the bank in the worker. It is further pointed out that worker was not having any such position of confidence in the bank nor he has betrayed such confidence with the bank. If the allegations mentioned in the charge assumed to be correct it cannot be said that worker has lost his confidence in the bank. He may have lost the confidence in whose favor he has issued the cheque which resulted in bouncing due to insufficient balance and those persona have right to file complaint against the worker under Negotiable Instrument Act and not the bank. Charge no.6 is decided accordingly and it is held that charge no.6 is found not proved against the worker.

37. As far as charge no.7 is concerned this relates to the submission of explanation by the worker called for which was not found satisfactory. It cannot be said to be a grave charge and if the explanation of the worker was not found sufficient bank may have inquire him to submit additional explanation point wise but at any rate this could not be made a part of charges against the worker and no such charge can be held to be proved.

38. It may also be pointed out here that in view of above, tribunal has also gone through the findings recorded by the enquiry officer carefully and is of the opinion that no ordinary prudent mind man can arrive at such conclusion as has been arrived at by the enquiry officer, therefore it is held that the finding is perverse and could not be made basis for awarding punishment upon the worker.

39. Therefore, having concluded that none of the charges are found proved against the worker except he was found negligent in not repaying the amount of Rs.10,000/- allowed to his saving bank account as per his promise within time ad ultimately the said amount was recovered from his salary along with interest by the bank, tribunal is of the confirm opinion that the penalty of extreme punishment in the nature of economic death of the worker by way of his dismissal from the service as awarded by the bank is shockingly disproportionate. Accordingly in exercise of powers conferred upon the tribunal under section 11 A of Industrial Dispute Act, 1947, punishment awarded to the worker is interfered at the hands of this tribunal and it is held that it would meet the ends of justice if the punishment of dismissal from service is modified up to the extent of stoppage of three annual graded increments with cumulative effect on the proved misconduct of negligence against the worker.

40. Accordingly, the worker is held entitled for his reinstatement in the service of the bank with full wages, seniority and all consequential benefits with the modified punishment of withholding of his three annual graded increments with cumulative effect on proved misconduct of negligence, as above.

41. Reference is answered accordingly in favor of the worker and against the bank.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ.1927.—**ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/त्रिम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 83/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-41011/86/2010-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O.1927.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 83/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 06.09.2016.

[No. L-41011/86/2010-IR (B-I)]

RANBIR SINGH, Section Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
AHMEDABAD

## Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 12<sup>th</sup> July, 2016

**Reference: (CGITA) No. 83/2011**

1. The General Manager,  
Western Railway,  
Churchgate,  
Mumbai.
2. The Divisional Railway Manager,  
Western Railway,  
Partap Nagar,  
Baroda.
3. The General Manager,  
Railway Electrification,  
Central Organization of Railway Electrification,  
Nawab Yusuf Road, Near Old Loco Shed,  
Allahabad ...First Party

## V/s

The President,  
General Workmen's Union,  
Sinduri Mata Devasthan, Post Godhra,  
Panchmahal – 389001 ...Second Party

For the First Party : Shri Rajesh Singh Thakor  
For the Second Party : None

## AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/86/2010-IR (B-I) dated 12.10.2011 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

## SCHEDELE

“Whether the demand of the Union, General Workman's Union for reinstatement of Shri Balwant Bhati Patel and to make him permanent with constitutional benefits from the date of restatement of Grade IV from outside in 2003, is legal and justified? To what relief the Union/workman is entitled?”

1. The reference dates back to 12.10.2011. Both the parties were served to registered post but neither second party nor first parties prefer to submit their statement of claim or the written statements, as the case may be. Five years have lapse. Thus, it appears that parties are not willing to prosecute the reference.
2. Thus, the reference is dismissed in default of the second party as it was his duty to submit the statement of claim first prior to the filing of the written statement by the first party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1928.—**ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक

अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 27/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-41011/137/2010-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1928.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 06.09.2016.

[No. L-41011/137/2010-IR (B-I)]

RANBIR SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

##### Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 31<sup>st</sup> July, 2016

##### Reference: (CGITA) No. 27/2012

1. The Chief Works Manager,  
Engineering Workshop, Western Railway, Sabarmati,  
Ahmedabad (Gujarat)
2. The Chief Engineer (Works),  
Western Railway, Churchgate,  
Mumbai ...First Party

##### V/s

The Divisional Secretary,  
Paschim Railway Karmachari Parishad,  
28/B, Narayan Park, Behind Chandkheda Station,  
Sabarmati, Ahmedabad (Gujarat) ...Second Party

For the First Party : Smt. Padmadevi Verma  
For the Second Party : None

#### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/137/2010-IR(B-I) dated 27.12.2011 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

#### SCHEDULE

“Whether the demand of the Union, Paschim Railway Karmachari Parishad, for (i) withdrawal of SF-11 issued by Shri Sunit Muwar, AWM (ii) preventing Shri Muwar, AWM from issuing oral order to Junior Engineer, Section Engineer and Senior Section Engineer (iii) expunging the adverse remarks given by Shri Muwar from the A.C. Rs. of the employees posted in engineering Workshop Sabarmati, Ahmedabad and promoting such persons (iv) transferring Shri Sunit Muwar immediately, and (v) taking action under section 25-T of ID Act, 1947 against Shri Sunit Muwar, is legal & justified? To what relief the union is entitled?”

1. The reference dates back to 27.12.2011. Second party submitted the statement of claim Ext. 5 on 20.04.2012. First party submitted the vakalatpatra Ext. 6 on 12.02.2013 but did not prefer to submit written statement despite giving dozen of opportunities. Therefore on 17.12.2015, reference was ordered to proceed ex parte against the first party and

second party was directed to lead evidence but second party did not prefer to lead his evidence. Thus in the absence of the evidence of the second party, the tribunal has no option but to decide the reference in negative.

2. Thus the reference is decided that the demand of the Union, Paschim Railway Karmachari Parishad, for (i) withdrawl of SF-11 issued by Shri Sunit Muwar, AWM (ii) preventing Shri Muwar, AWM from issuing oral order to Junior Engineer, Section Engineer and Senior Section Engineer (iii) expunging the adverse remarks given by Shri Muwar from the A.C. Rs. Of the employees posted in engineering Workshop Sabarmati, Ahmedabad and promoting such persons (iv) transferring Shri Sunit Muwar immediately, and (v) taking action under section 25-T of ID Act, 1947 against Shri Sunit Muwar, is not legal & justified.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1929.**—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 38/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-41011/104/2011-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O.1929.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 38/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 06.09.2016.

[No. L-41011/104/2011-IR (B-I)]

RANBIR SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

##### Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 31<sup>st</sup> August, 2016

##### Reference: (CGITA) No. 38/2012

1. The Divisional Railway Manager,  
Western Railway, Near Chamunda Bridge,  
Asarwa, Ahmedabad (Gujarat)
2. The Divisional Railway Manager,  
Western Railway, Pratapnagar, Baroda
3. The Dy. CSTE (Construction),  
Western Railway, Near Chamunda Bridge,  
Asarwa, Ahmedabad (Gujarat)

... First Party

##### V/s

The President,  
Paschim Railway Karmachari Parishad,  
28/B, Narayan Park, Behind Chandkheda Railway Station,  
Sabarmati, Ahmedabad (Gujarat)

... Second Party

For the First Party : Shri H.B. Shah

For the Second Party : None

## AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/104/2011-IR (B-I) dated 20.01.2012 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

### SCHEDULE

“Whether the action of the management of Divisional Railway Manager, Western Railway, Ahmedabad Division in not granting lien at Ahmedabad Division to Shri Paresh Kumar R. Joshi is legal and justified? To what relief the workman is entitled?”

1. The reference dates back to 20.01.2012. The second party submitted the statement of claim Ext. 5 on 20.04.2012. The first party submitted the vakalatpatra Ext. 6 of his advocate Shri H.B. Shah, that too on 20.04.2012 but did not prefer to submit written statement even after the expiry of more than 4 years.

2. The second party represented by President, Paschim Railway Karmachari Parishad moved an application Ext. 7 for closing the defence of the first party. Therefore, after giving dozen of opportunities to file written statement, the reference was ordered to proceed ex parte against the first party.

3. Today on 31.08.2016, the second party submitted the affidavit Ext. 8 of workman Paresh Kumar R. Joshi stating on affidavit that he was appointed and has been working as Electric fitter cum wireman in the under Deputy Chief Signal and Telecom Engineer (Construction), Ahmedabad on a C-grade post. In the year 2003, at the time of creation of Ahmedabad Division, the railway employees of Rajkot, Baroda and Ajmer Division were asked to opt for Ahmedabad Division. But he was deprived of this opportunity. Again in the year 2005, a notification was issued for opting to the Ahmedabad Division. One Shabjee L. Khalasi was retained in the Ahmedabad Division denying him the said opportunity. He gave his concerned for opting to the Ahmedabad Division but same was not accepted. Though the affidavit is not rebutted by the first party but transfer is the discretionary power. The second party workman has not submitted that evidence under which he was denied the posting of Ahmedabad Division. Same could have been obtained by way of Right to Information Act.

4. Secondly, the workman has claimed that he has been serving the department since 27.06.1991 but he has concealed his total salary and evolvements. The railway department is most of the times more than Rs.10000 which bars the second party workman under Section 2(s) (iv).

5. Thus the reference has no force. The reference is decided that the action of the management of Divisional Railway Manager, Western Railway, Ahmedabad Division in not granting lien at Ahmedabad Division to Shri Paresh Kumar R. Joshi cannot be said to be illegal and unjustified.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1930.—**औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 223/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-41012/141/1999-आईआर (बी-I)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1930.—**In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 223/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 06.09.2016.

[No. L-41012/141/1999-IR (B-I)]

RANBIR SINGH, Section Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
AHMEDABAD

## Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 26<sup>th</sup> August, 2016

Reference: (CGITA) No. 223/2004

1. The General Manager,  
Western Railway,  
Churchgate, Mumbai – 400001
2. The Divisional Railway Manager,  
Western Railway, Vadodara Region,  
Baroda (Gujarat) – 394220 ...First Party

V/s

The President,  
Paschim Railway Karmachari Parishad,  
E/209, Sarvottam Nagar, Near New Railway Colony,  
Sabarmati, Ahmedabad (Gujarat) – 380019 ...Second Party

For the First Party : None  
For the Second Party : None

## AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/141/1999-IR(B-I) dated 04.10.1999 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

## SCHEDEULE

“Whether the demand of the union for fixation of pay of Shri D.S. Chauhan, CHRI, Ahmedabad at par with his junior Shri R.B. Parikh is proper, legal and justified. If so, to what relief Shri D.S. Chauhan is entitled to and from the date and what other directions are necessary in the matter?”

1. The reference dates back to 04.10.1999. The second party submitted the statement of claim Ext. 4 on 02.02.2000 and first party submitted the written statement Ext. 6 on 19.01.2001. Since then the second party has not been leading evidence.
2. Thus the reference is dismissed in non-prosecution of the case by the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

का.आ. 1931.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 09/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-41011/90/2011-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

S.O. 1931.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 09/2012) of the Central Government Industrial Tribunal-cum-

Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 06.09.2016.

[No. L-41011/90/2011-IR (B-I)]

RANBIR SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

##### Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 29<sup>th</sup> July, 2016

**Reference: (CGITA) No. 09/2012**

1. The Divisional Railway Manager,  
Western Railway, Pratapnagar, Baroda – 390004.
2. The Sr. Divisional Electrical Engineer (TRO),  
Western Railway, Pratapnagar, Baroda – 390004.
3. The Sr. Divisional Electrical Engineer (TRS),  
Western Railway, Electric Loco Shed, Baroda Yard, Baroda.
4. The Chief Traction Operator Unit Controller,  
Western Railway, Hump Yard, Baroda Yard, Baroda.
5. The Sr. Section Engineer (T.I. Shed),  
Western Railway, Hump Yard, Baroda Yard,  
Baroda

...First Party

##### V/s

The Divisional Secretary,  
Paschim Railway Karmachari Parishad,  
Shastri Pole, Nr. Kothi,  
Baroda – 39000

...Second Party

For the First Party : Shri H.B. Shah  
For the Second Party : Shri R.S. Sisodia

#### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/90/2011-IR (B-I) dated 03.01.2012 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

#### SCHEDEULE

“Whether the demand of the union, Paschim Railway Karmachari Parishad, for posting of Loco maintenance employees and supervisors for three shifts at Plat Form No. 6 (Presently Plat Form No. 7) at Baroda P Railway Station is legal and justified? To what relief the Union is entitled?”

1. The reference dates back to 03.01.2012. All the parties were served by registered post and acknowledgements were received. First party submitted the vakalatpatra of his advocate on 20.04.2012 but second party did not submit the statement of claim even after expiry of more than 4 years. The Divisional Secretary, Paschim Railway Karmachari Parishad representing the second party Shri R.S. Sisodia expressed unwillingness to prosecute the case.
2. Thus, the reference is dismissed as not pressed.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1932.**—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 85/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-41012/203/1999-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1932.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 85/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 06.09.2016.

[No. L-41012/203/1999-IR (B-I)]

RANBIR SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

##### Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 29<sup>th</sup> July, 2016

##### Reference: (CGITA) No. 85/2005

The Divisional Railway Manager,  
Western Railway, Divisional Office, Kothi Compound,  
Rajkot – 360001

...First Party

##### V/s

The President,  
Saurashtra Employees Union,  
City Shops 3<sup>rd</sup> Floor, Opp. Jagnath Police Chowky,  
Dr. Yagnik Road, Rajkot

...Second Party

For the First Party : Shri Janak R. Pandya

For the Second Party : None

#### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/203/1999-IR (B-I) dated 16.09.2005 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

#### SCHEDELE

“Whether the action of the management of Western Railway, Rajkot in terminating services of Shri Bhupat Bhaya w.e.f. 21.02.1984 is justified or not? If not, what relief he is entitled to and from which date?

1. The reference dates back to 16.09.2005. All the parties were served by registered post and acknowledgements were received. Advocate of the first party submitted the vakalatpatra on 28.01.2010. Fresh notices were issued to all the parties to appear on 02.05.2011 but to no result. Thus, it appears that the second party workman is not willing to prosecute the case.
2. Thus, the reference is dismissed in non-prosecution of the case by the second party.

P.K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1933.**—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 27/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-41011/8/2006-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1933.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 06.09.2016.

[No. L-41011/8/2006-IR (B-I)]

RANBIR SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

##### Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 29<sup>th</sup> July, 2016

##### Reference: (CGITA) No. 27/2007

1. The Chairman,  
Western Railway Board, Rail Bhavan, New Delhi.
2. The Divisional Railway Manger,  
Western Railway, Railwaypura, Kalupur, Ahmedabad.
3. The Sr. Divisional Mechanical Engineer,  
Western Railway, Diesel Shed, Vatva,  
Ahmedabad (Gujarat) ...First Party

V/s

The Divisional Secretary,  
Paschim Railway Karmachari Parishad,  
E-209, Sarvottamnagar, Sabarmati,  
Ahmedabad (Gujarat) ... Second Party

For the First Party : Shri N.J. Acharya  
For the Second Party : None

#### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/8/2006-IR (B-I) dated 09.02.2007 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

#### SCHEDULE

“Whether the action of the Senior DME (Diesel), Western Railway, Vadodara for keeping Shri Soma Mohan, Mechanic Grade – III in waiting for the job with effect from 07.02.2002 to 18.12.2002 and not paid wages for the said period is justified? If not, what relief the applicant is entitled to?”

1. The reference dates back to 09.02.2007. All the parties were served by registered post on 28.06.2007. Thereafter fresh notices were issued and served on 04.09.2008 but second party did not respond. First party filed his vakalatpatra of his advocate on 04.03.2010. Thereafter a fresh notice was again issued to all the parties to appear on 29.06.2011 but to no result. Thus, it appears that the second party is not willing to prosecute the case.

2. Thus, the reference is dismissed in non-prosecution of the case by the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1934.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 1429/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-17012/16/2004-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1934.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1429/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of LIC of India and their workmen, received by the Central Government on 06.09.2016.

[No. L-17012/16/2004-IR (B-I)]

RANBIR SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

##### Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 20<sup>th</sup> August, 2016

##### Reference: (CGITA) No. 1429/2004

The Senior Divisional Manager,  
LIC of India, Gandhinagar Division, Jeevan Prakash,  
Behind Telephone Exchange, Sector – 11,  
Gandhinagar (Gujarat).

...First Party

##### V/s

The General Secretary,  
Life Insurance Employees Association,  
C/o LIC of India, Jeevan Prakash,  
Behind Telephone Exchange, Sector – 11,  
Gandhinagar (Gujarat)

... Second Party

For the First Party : Shri K.V. Gadhia

For the Second Party : None

#### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-17012/16/2004-IR (B-I) dated 30.07.2004 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

## SCHEDULE

“Whether the action of the management of Sr. Divisional Manager, LIC of India, Gandhinagar in imposing penalty of reduction of basic of Sh. Amritbhai M. Shrimali, HGA by 5 stage in time scale vide order dated 07.09.1999 is justified and proportionate to his said misconduct? If not, to what relief the workman is entitled to?”

1. The reference dates back to 30.07.2004. Both the parties were served by registered post. First party submitted the vakalatpatra of his advocates Shri K.V. Gadhia Associates on 15.02.2005. Second party moved an application Ext. 6 on 07.01.2009 for seeking time to submit the statement of claim but despite the expiry of 7 years, he did not prefer to submit the statement of claim.
2. On 18.02.2013, a fresh notice was issued to second party for submitting statement of claim but to no result. Thus, it appears that second party has not been intending to prosecute the case.
3. Thus, the reference is dismissed in non-prosecution of the case by the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1935.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 24/2007) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-41012/75/2006-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1935.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 06.09.2016.

[No. L-41012/75/2006-IR (B-I)]

RANBIR SINGH, Section Officer

## ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

#### Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 20<sup>th</sup> July, 2016

**Reference: (CGITA) No. 24/2007**

1. The Divisional Railway Manager,  
Western Railway, Rajkot.
2. The Divisional Railway Manager,  
Western Railway, Kalupur, Ahmedabad

...First Party

#### V/s

The General Secretary,  
Paschim Railway Karmachari Parishad,  
E-209, Sarvottamnagar, Sabarmati, Ahmedabad

...Second Party

For the First Party : Smt. S.M. Patel  
For the Second Party : None

## AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/75/2006-IR (B-I) dated 08.02.2007 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

### SCHEDULE

“Whether the action of the management of Western Railway, Ahmedabad by imposing damage rent of Rs.104003/- against Shri Vinod B Sr. Cleaner for occupation of quarter between the periods from 01.04.1991 to 16.12.1996 is legal and justified? If not, what relief the workman is entitled to and to what extent?”

1. The reference dates back to 08.02.2007. The second party submitted the statement of claim Ext. 17 on 22.07.2013. The first party submitted the vakalatpatra Ext. 6 of their advocate on 01.10.2007 but they did not submit the written statement despite an expiry of 9 years. Since then the parties were casual in appearing before the tribunal and second party has been absent since 07.03.2014 despite the same, as the first party did not file the written statement and second party submitted the statement of claim, therefore the case was ordered to proceed ex parte against the first party on 16.03.2016 despite the fact that second party was absent. Now, today on 20.07.2016 second party is absent to lead his evidence. Therefore, the tribunal has no option but to dismiss the reference in default of the second party.
2. Thus, the reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1936.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 829/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-41011/18/2003-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1936.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 829/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 06.09.2016.

[No. L-41011/18/2003-IR (B-I)]

RANBIR SINGH, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

##### **Present :**

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 26<sup>th</sup> July, 2016

**Reference: (CGITA) No. 829/2004**

The Divisional Railway Manager (E),  
Western Railway, Pratapnagar,  
Baroda (Gujarat) – 390001

...First Party

V/s

The President,  
 All India Station Master's Association,  
 Railway Quarter No. T/22B, Railway Colony, P.O. Bajua,  
 Baroda (Gujarat) – 391310 ...Second Party

For the First Party : Shri Rajesh Singh Thakur  
 For the Second Party : None

### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/18/2003-IR (B-I) dated 19.12.2003 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

### SCHEDULE

“Whether the action of the Railway Administration, Western Railway, Baroda through The Divisional Railway Manager (E) in putting 90 Station Masters in the lowest grade instead of 77 is proper, legal and justified? If not, to what relief the 13 senior most Station Masters are entitled to?”

1. The reference dates back to 19.12.2003. The second party submitted the statement of claim on 12.08.2005 and first party submitted the written statement on 17.11.2011. On 22.02.2013, Rajesh Singh Advocate submitted the vakalatpatra Ext. 10 on behalf of first party. Even after filing of written statement on 17.11.2011 by first party, since then the second party has been absent and has also not preferred to lead evidence. Thus, it appears that the second party are not willing to prosecute the case.
2. Thus, the reference is dismissed in non-prosecution of the case by the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1937.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 689/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-41012/33/99-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1937.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 689/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 06.09.2016.

[No. L-41012/33/99-IR (B-I)]

RANBIR SINGH, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

##### Present :

Pramod Kumar Chaturvedi,  
 Presiding Officer, CGIT-cum-Labour Court,  
 Ahmedabad,  
 Dated 20<sup>th</sup> July, 2016

**Reference: (CGITA) No. 689/2004**

1. The General Manager,  
Western Railway, Headquarter Building, Churchgate,  
Mumbai – 400001.
2. The Divisional Railway Manager,  
Western Railway, Pratapnagar, Baroda – 390004.
3. The Sr. Divisional Electrical Engineer (TRO),  
Western Railway, Pratapnagar,  
Baroda (Gujarat) – 390004

...First Party

**V/s**

The Dy. General Secretary,  
Paschim Railway Karmachari Parishad,  
Shastri Pole Kothi, Baroda (Gujarat) – 394220

...Second Party

For the First Party : None  
For the Second Party : Shri J. K. Ved

#### **AWARD**

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/33/99-IR (B-I) dated 09.09.1999 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

#### **SCHEDULE**

“Whether the demand of the union i.e. Paschim Railway Karmachari Parishad for interpolating the seniority of Mr. Peter A. from 16.04.1974 and due promotion to Shri Peter A. as ‘M.C.F.’ w.e.f. 01.03.1993 at par with the junior employee Shri Y. Thomas is legal, proper and justified? If so, to what relief the concerned workman Shri Peter A. is entitled to and from which date and what other directions are necessary in the matter?”

1. The reference dates back to 09.09.1999. The second party submitted the statement of claim Ext. 4 on 27.09.2001. The first party submitted the vakalatpatra Ext. 3 and 7 successively of their advocates but they did not submit the written statement despite an expiry of 17 years. Since then the parties were casual in appearing before the tribunal and second party has been absent since 2012 despite the same, as the first party did not file the written statement and second party submitted the statement of claim, therefore the case was ordered to proceed ex parte against the first party on 16.03.2016 despite the fact that second party was absent. Now, today on 20.07.2016 second party is absent to lead his evidence. Therefore, the tribunal has no option but to dismiss the reference in default of the second party.
2. Thus, the reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1938.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 126/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-41011/24/2013-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1938.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 126/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 06.09.2016.

[No. L-41011/24/2013-IR (B-I)]

RANBIR SINGH, Section Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
AHMEDABAD

## Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 22<sup>nd</sup> July, 2016

## Reference: (CGITA) No. 126/2013

1. The Divisional Railway Manager (Estt.),  
Western Railway, Pratapnagar,  
Baroda.
2. The Asstt. Divisional Engineer (South),  
Western Railway, Pratapnagar,  
Baroda.
3. The Sr. Divisional Engineer (Power),  
Western Railway, Pratapnagar,  
Baroda

...First Party

## V/s

The Divisional Secretary,  
Paschim Railway Karmachari Parishad,  
Shastri Pole, Kothi, Baroda

...Second Party

For the First Party : Shri Rajesh Singh

For the Second Party : None

## AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/24/2013-IR (B-I) dated 04.07.2013 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

## SCHEDE

“Whether the demand of the Paschim Railway Karmachari Parishad, Baroda to call the records of leave, service sheets, etc. from the Establishment Electric Division is legal, proper and just? If so, to what relief the concerned workmen Shri Ibrahim Ismail, Sr. Khalasi is entitled to?”

1. The reference dates back to 04.07.2013. Both the parties were served by registered post but the second party Shri R.S. Sissodia, The Divisional Secretary, Paschim Railway Karmachari Parishad, Shastri Pole, Kothi, Baroda today on 22.07.2016 impressed upon not to prosecute the case.
2. Thus, the reference is dismissed as not pressed.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

का.आ. 1939.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दी बैंक ऑफ राजस्थान लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 101/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-12012/39/2005-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1939.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 101/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the Industrial Dispute between the management of The Bank of Rajasthan Limited and their workmen, received by the Central Government on 06.09.2016.

[No. L-12012/39/2005-IR (B-I)]

RANBIR SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

##### Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 25<sup>th</sup> July, 2016

##### Reference: (CGITA) No. 101/2005

1. The General Manager,  
The Bank of Rajasthan Limited,  
Head Office, C-3, Sardar Patel Marg, C- Scheme, Jaipur.
2. The General Manager (Personnel),  
The Bank of Rajasthan Limited,  
Head Office, C-3, Sardar Patel Marg, C- Scheme, Jaipur.
3. The Branch Manager,  
The Bank of Rajasthan Limited,  
Ring Road, Surat (Gujarat).
4. The Chief Manager,  
The Bank of Rajasthan Limited,  
Ring Road, Surat (Gujarat). ... First Party

##### V/s

Shri Jay Narayan Purohit,  
Village – Derna, Post – Del dhar, Vaya – Aabu Road,  
Distt. – Shirohi, Rajasthan ...Second Party

For the First Party : Shri B.K. Oza

For the Second Party : None

#### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/39/2005-IR (B-I) dated 21.10.2005 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

#### SCHEDE

“Whether the action of the management of the Bank of Rajasthan Ltd. through The General Manager, Jaipur and others in terminating the services of Shri Jay Narayan Purohit w.e.f. 25.10.1995 is legal and justified? If not, to what relief the concerned workman Shri Jay Narayan Purohit is entitled to and from which date?”

1. The reference dates back to 21.10.2005. The first party The Bank of Rajasthan Limited submitted the vakalatpatra Ext. 1 on 03.05.2002. Later it appears that the Bank of Rajasthan was merged with ICICI Bank Limited, therefore the ICICI Bank Limited submitted the fresh vakalatpatra Ext. 10 of his advocate Shri B.K. Oza on 10.10.2011. But since the date of reference that is 21.10.2005, the second party even after service did not prefer to appear and also did not file the vakalatpatra or statement of claim. On 19.11.2012 vide notice Ext. 13 dated 19.11.2012 second party was informed. Even then after a lapse of 4 years second party did not appear. Therefore, the first party

moved an application Ext. 11 and 12 on 01.03.2012 and 11.09.2012 for dismissal of the reference in default of the second party.

2. Seeing the circumstances of the case, the tribunal has no option but to dismiss the reference in default of the second party.

3. The order is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1940.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 1154/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-41012/16/2000-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1940.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1154/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 06.09.2016.

[No. L-41012/16/2000-IR (B-I)]

RANBIR SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

##### Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 26<sup>th</sup> July, 2016

##### Reference: (CGITA) No. 1154/2004

1. The Divisional Railway Manager,  
Western Railway, Divisional Office, Kothi Compound,  
Rajkot (Gujarat) – 360001.
2. The Chief Signal Inspector,  
Western Railway, Rajkot Division,  
Surendranagar (Gujarat) ...First Party

V/s

Shri Ramchandran V.,  
C/o Shri P.V. Nair, Gautam Apartment, Nr. Gunjan Cinema,  
Vapi (South Gujarat),  
Villupuram – 396195 ...Second Party

For the First Party : None  
For the Second Party : None

#### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/16/2000-IR (B-I) dated 27.06.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

## SCHEDULE

“Whether the removal of Shri Ramchandran V., Sr. Khalasi under Chief Signal Inspector, Western Railway, Surendranagar by the Divisional Railway Manager, Western Railway, Rajkot w.e.f. 23.05.1994 is just, valid and legal? If not, to what benefits the workman is entitled?”

1. The reference dates back to 27.06.2000. The second party submitted the statement of claim Ext. 3 on 26.08.2000 along with the documents. First party submitted the vakalatpatra Ext. 4 of his advocate on 07.01.2010. Since then, both the parties are absent. On 30.03.2011, the tribunal issued fresh notices to all the parties to appear but to no result. Thus, it appears that the parties are not willing to prosecute the case.
2. Thus, the reference is dismissed in non-prosecution of the case by the parties.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ.1941.**—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 11/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-12012/89/2009-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O.1941.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 06.09.2016.

[No. L-12012/89/2009-IR (B-I)]

RANBIR SINGH, Section Officer

## ANNEXURE

### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

#### Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 20<sup>th</sup> July, 2016

#### Reference: (CGITA) No. 11/2011

1. The Branch Manager,  
State Bank of India, Chhaparia Road Branch, Himmatnagar,  
Distt. – Sabarkantha (Gujarat).
2. The Regional Manager,  
State Bank of India, Shyam-Gokul, A/24,  
Swastik Society, Navrangpura, Ahmedabad

...First Party

#### V/s

Shri Bachubhai Dhanjibhai Garasia,  
Gopal Kunj Society, Chhaparia Road, Himmatnagar,  
Sabarkantha (Gujarat)

... Second Party

For the First Party : None

For the Second Party : None

### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/89/2009-IR (B-I) dated 17/18.02.2011 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

### SCHEDULE

“Whether the action of the management of State Bank of India in terminating the services of Shri Bachubhai Dhanjibhai Garasia w.e.f. 17.09.2007 is legal and justified? To what relief the concerned employee is entitled?”

1. The reference dates back to 17/18.02.2011. The second party workman Shri Bachubhai Dhanjibhai Garasia was attempt to be served by registered post on 07.10.2011 on his residential address given in the reference but same was received as unserved. First party was also served by registered post. Neither the second party nor the first party, despite a lapse of 5 years period put in their appearances and have not filed their statement of claim or written statement, as the case may be. Thus, it appears that the second party has not been intending to prosecute the case.
2. Hence, the tribunal has no option but to dismiss the case in non-prosecution of the parties.
3. Thus, the reference is dismissed in default of the parties.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1942.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 90/2005) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-41012/61/2001-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1942.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 90/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 06.09.2016.

[No. L-41012/61/2001-IR (B-I)]

RANBIR SINGH, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

##### **Present :**

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 29<sup>th</sup> July, 2016

**Reference: (CGITA) No. 90/2005**

The Divisional Railway Manager,  
Western Railway, Divisional Office, Kothi Compound,  
Rajkot – 360001

...First Party

**V/s**

The President,  
Saurashtra Employees Union,  
City Shops 3<sup>rd</sup> Floor, Opp. Jagnath Police Chowky,  
Dr. Yagnik Road, Rajkot

...Second Party

For the First Party : Shri Janak R. Pandya  
 For the Second Party : None

### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/61/2001-IR (B-I) dated 29.09.2005 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

### SCHEDULE

“Whether the action of the management of Divisional Railway Manager, Western Railway, Rajkot in not granting temporary status and not regularizing the services of Shri Kurji Soma w.e.f. 1982 is justified or not? If not, what relief he is entitled to and from which date?

1. The reference dates back to 29.09.2005. All the parties were served by registered post. First party submitted the vakalatpatra Ext. 3 of his advocate on 28.01.2010. Fresh notices were issued to all the parties to appear on 02.05.2011 but to no result. Thus, it appears that the second party workman is not willing to prosecute the case.
2. Thus, the reference is dismissed in non-prosecution of the case by the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1943.**—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 828/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-41011/17/2003-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1943.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 828/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 06.09.2016.

[No. L-41011/17/2003-IR (B-I)]

RANBIR SINGH, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

##### Present :

Pramod Kumar Chaturvedi,  
 Presiding Officer, CGIT-cum-Labour Court,  
 Ahmedabad,  
 Dated 26<sup>th</sup> July, 2016

##### Reference: (CGITA) No. 828/2004

1. The Sr. Divisional Electrical Engineer,  
 Western Railway, Electric Loco Shed,  
 Baroda (Gujarat).
2. The Divisional Railway Manager,  
 Western Railway, Pratapnagar,  
 Baroda (Gujarat) – 390004

...First Party

V/s

The Divisional Secretary,  
Paschim Railway Karmachari Parishad,  
Shastri Pole Nr. Kothi,  
Baroda (Gujarat) – 390001

...Second Party

For the First Party : Shri Rajesh Singh Thakur  
For the Second Party : Shri R.S. Sisodiya

### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/17/2003-IR (B-I) dated 19.12.2003 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

### SCHEDULE

“Whether the action of the Railway Administration, Western Railway, Baroda through The Divisional Railway Manager in not promoting Shri Raisingh Soma, Jera Naika, Parvat Magan, Naika Bhaila and Veersingh to the post of Sr. Khalasi is proper, legal and justified? If not, to what relief the concerned workmen are entitled to?”

1. The reference dates back to 19.12.2003. First party submitted the vakalatpatra of their advocates from time to time and lastly on 22.02.2013 Rajesh Singh submitted the vakalatpatra on behalf of the first party. Second party was served by registered post but did not prefer to submit the statement of claim. Thus, it appears that the second party is not willing to prosecute the case.

2. Thus, the reference is dismissed in non-prosecution of the case by the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1944.**—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 452/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-12012/431/2000-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1944.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 452/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 06.09.2016.

[No. L-12012/431/2000-IR (B-I)]

RANBIR SINGH, Section Officer

### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

##### Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 13<sup>th</sup> July, 2016

##### Reference: (CGITA) No. 452/2004

1. The Zonal Manager,  
State Bank of India, Zonal Office, Opp. New Sachivalay,  
Sector No. 10, Gandhinagar.

2. The General Manager,  
State Bank of India, Main Branch, Lal Darwaja,  
Ahmedabad-380001.

3. The Branch Manager,  
State Bank of India, Dantiwada Branch 2760,  
S.K. Nagar, Dantiwada (B.K.).

4. The General Manager,  
Shramjivi Kamdar Sangh, Dhal Vas, Mesari Vas,  
Palanpur-385001 (B.K.)

...First Party

**V/s**

Shri Shankarlal Rajaram Shdje,  
Gujarat Agricultural University, Block No. – G/2/2,  
Sordar Agricultural Nagar, Dantiwad, Tal. Dhenera,  
District – Banaskantha

...Second Party

For the First Party : Shri B.M. Joshi  
For the Second Party : None

### **AWARD**

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/431/2000-IR (B-I) dated 19.12.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

### **SCHEDULE**

“Whether the action of the management of State Bank of India in terminating the services of Shri Shankarlal R. Shedge w.e.f. 31.03.1997 from the Bank is justified? If not, what relief the concerned applicant is entitled?”

1. The reference dates back to 19.12.2001. First party submitted the vakalatpatra Ext. 2 & 3 of his advocates on 30.07.2002. The second party submitted the vakalatpatra Ext. 8 of his advocate on 04.08.2003 along with statement of claim Ext. 9. First party submitted the written statement Ext. 11 on 29.03.2005 but since then the second party has not been leading his evidence despite giving him dozens of opportunities even in his absence. Thus, in the said circumstances, the tribunal has no option but to dismiss the reference as not pressed and in non-prosecution of the case by the second party.
2. Thus, the reference is dismissed in non-prosecution of the case by the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1945.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 785/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-12012/149/2002-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1945.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 785/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 06.09.2016.

[No. L-12012/149/2002-IR (B-I)]

RANBIR SINGH, Section Officer

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,  
AHMEDABAD

## Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 13<sup>th</sup> July, 2016

## Reference: (CGITA) No. 785/2004

The Assistant General Manager,  
State Bank of India, Zonal Office, Region – II, Paradise Complex,  
Sayajigunj, Baroda – 390005 ...First Party

## V/s

Shri Ravjibhai Nagjibhai Limbachiya,  
A – 43 (Patra Type), Kevadia Colony, Tal. Rajpipla,  
Distt. – Narmada – 393151 ...Second Party

For the First Party : Shri D.C. Gandhi Asso.  
For the Second Party : None

## AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No.L-12012/149/2002-IR (B-I) dated 20.09.2002 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

## SCHEDELE

“Whether the action of the management of State Bank of India, Baroda in terminating the services of Shri Ravjibhai Nagjibhai Limbachiya, Watchman/ Farash-cum-Messenger w.e.f. July,1997 is justified? If not, what relief the concerned workman is entitled and from which date?”

1. The reference dates back to 20.09.2002. The first party submitted the vakalatpatra of his advocate on 14.06.2004. The second party submitted the vakalatpatra Ext. 6 of his advocate Shri R.N. Singh on 05.03.2010. First party substituted his advocate by filing vakalatpatra Ext. 8 Shri D.C. Gandhi Associates on 14.09.2012. Despite second party represented by his advocate Shri R.N. Singh, his advocate did not submit the statement of claim even after a lapse of 12 years pending reference and a lapse of 6 years from the date of filing vakalatpatra Ext. 6 of his advocate on 05.03.2010. The advocate of the first party moved an application Ext. 9 for dismissal of the reference in non-prosecution by the second party. But the second party and his advocate did not turn up to file his statement of claim or the reply of the aforesaid application. Thus, in the said circumstances, the tribunal has no option but to dismiss the reference as not pressed and in non-prosecution of the case by the second party.

2. Thus, the reference is dismissed in non-prosecution of the case by the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

का.आ. 1946.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 741/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-12012/267/2001-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1946.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 741/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 06.09.2016.

[No. L-12012/267/2001-IR (B-I)]

RANBIR SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

**Present :**

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 13<sup>th</sup> July, 2016

**Reference: (CGITA) No. 741/2004**

The Dy. General Manager,  
State Bank of India, Zonal Office, Paradise Complex,  
Sayajigunj, Baroda – 390005. ....First Party

**V/s**

Shri Ashok S. Machhi,  
32, Cement Roof Quarters, Kishan Wadi Road,  
Ajwa Road, Baroda. ....Second Party

For the First Party : Shri D.C. Gandhi Associates

For the Second Party : None

#### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12012/267/2001-IR (B-I) dated 27.11.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

#### SCHEDEULE

“Whether Shri Ashok S. Machhi has put in continuous service in the Bank as per provisions of Section 25-B of the Industrial Disputes Act, 1947? Whether the action of the management of State Bank of India, Zonal Office, Baroda through its officers in discontinuing/terminating the services of the workman Shri Ashok S. Machhi w.e.f. 12.02.1996 is justified? If not, what relief the concerned workman is entitled?”

1. The reference dates back to 27.11.2001. The second party submitted the vakalatpatra Ext. 3 of his advocate on 11.02.2002 along with statement of claim Ext. 4 and nine documents vide index Ext. 5. First party submitted the vakalatpatra Ext. 6 of his advocates Shri D.C. Gandhi Associates on 07.02.2002 and written statement Ext. 9 on 27.08.2003. But since then the second party has not been leading his evidence despite giving him dozens of opportunities even in his absence. Thus, in the said circumstances, the tribunal has no option but to dismiss the reference as not pressed and in non-prosecution of the case by the second party.

2. Thus, the reference is dismissed in non-prosecution of the case by the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1947.**—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 149/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-41011/89/2012-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1947.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 149/2012) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 06.09.2016.

[No. L-41011/89/2012-IR (B-I)]

RANBIR SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

##### Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 6<sup>th</sup> April, 2016

##### Reference: (CGITA) No. 149/2012

The Assistant Commercial Office,  
Western Railway,  
Divisional Office,  
Rajkot(Gujarat)

...First Party

##### Vs.

Their Workman,  
Through the Divisional Secretary,  
Paschim Railway Karmachari Parishad,  
“Shiv Om” 2/9, Junction Plot,  
Rajkot – 360001

...Second Party

For the First Party : None

For the Second Party : C/o. P.R.K.P

#### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/89/2012-IR(B-I) dated 27.09.2012 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad(Gujarat) in respect of the matter specified in the Schedule:

#### SCHEDEULE

“Whether the action of the management of Western Railway, Rajkot in not maintaining the proper seniority in case of Shri Bhupat R. Chauhan, Ticket Collector is legal and justified? To what relief the workman is entitled?”

2. This reference dates back to 27.09.2012. Second party Union representative Shri R.S. Sisodia has note down on the order sheet of the reference that second party does not want to proceed with the reference and the same may be dismissed as not pressed.

Thus, the reference is dismissed as not pressed.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1948.**—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 740/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-41011/13/2001-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1948.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 740/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Western Railway and their workmen, received by the Central Government on 06.09.2016.

[No. L-41011/13/2001-IR (B-I)]

RANBIR SINGH, Section Officer

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

##### Present :

Pramod Kumar Chaturvedi,  
Presiding Officer, CGIT-cum-Labour Court,  
Ahmedabad,  
Dated 19<sup>th</sup> July, 2016

##### Reference: (CGITA) No. 740/2004

1. The Chairman,  
Railway Board, Ministry of Railway,  
Rail Bhawan, New Delhi – 110001.
2. The Divisional Railway Manager,  
Western Railway, Pratapnagar,  
Baroda – 390004.
3. The General Manager,  
Western Railway, Churchgate,  
Mumbai – 400020

...First Party

##### V/s

The Divisional Secretary,  
Paschim Railway Karmachari Parishad,  
Shastri Pole, Kothi,  
Baroda – 390001

...Second Party

For the First Party : None  
For the Second Party : Shri J.K. Ved

#### AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/13/2001-IR (B-I) dated 26.11.2001 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

#### SCHEDULE

“Whether the demand of the Union for promotion and interpolating the seniority of Mr. Gokulan T. Nair and his proforma fixation as ELF Gr. III from 31.08.1975 ELF Gr. II from 08.09.1977 and ELF Gr. I from 01.01.1979

i.e. the date of promotion of his junior Shri Abdul Razak, as well as the demand of the union for restoration of the Memorandum No. E/ELT/G/32/TRS(L) – E/ELT/1030/3/TRS dated 24.03.1999 & Memorandum No. E/ELT/61/2/TRS. Pt. II dated 24.05.1999 and letter No. E/ELT/839/8/2/5/TRS Pt. I dated 28.12.1999 is justified? If so, what relief the concerned workman Shri Gokulan T. Nair is entitled and from which date?"

1. The reference dates back to 26.11.2001. Second party submitted the statement of claim Ext. 4 on 05.05.2002. First party submitted the written statement Ext. 6 on 31.07.2003. Since then the second party has been absent and has failed to lead his evidence. Thus, it appears that the second party is not intending to prosecute the case.
2. Thus, the reference is dismissed in default of the second party.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 15 सितम्बर, 2016

**का.आ. 1949.**—आौद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मध्य रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट आौद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कानपुर के पंचाट (संदर्भ सं. 20/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 06.09.2016 को प्राप्त हुआ था।

[सं. एल-41025/01/2016-आईआर (बी-1)]

रणबीर सिंह, अनुभाग अधिकारी

New Delhi, the 15th September, 2016

**S.O. 1949.**—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the management of Central Railway and their workmen, received by the Central Government on 06.09.2016.

[No. L-41025/01/2016-IR (B-I)]

RANBIR SINGH, Section Officer

#### ANNEXURE

#### BEFORE SRI SHUBHENDRA KUMAR, H.J.S., PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOR COURT, KANPUR

#### Industrial Dispute No. 20 of 2002

#### Between-

President,  
Rashtriya Chaturth Shreni Rail Mazdoor Congress,  
Agra.

#### And

The Divisional Railway Manager (P),  
Central Railway,  
Jhansi.

#### AWARD u/s 33-A of I.D. Act

1. By moving the present application under section 33-A of the Act, the President, Rashtriya Chaturth Shreni Rail Mazdoor Congress (Intuc), Agra, has alleged that during the pendency of Industrial dispute case no.32 of 99 the services of 73 workers had been terminated as by the management without obtaining specific permission of this tribunal and as such the action of the management is bad in law and all the 73 workers involved in the said I. D. Case are entitled to be reinstated in service with full back wages.
2. It is pertinent to mention here that in I.D. No.32 of 99 this tribunal had rendered its award on 18.01.07 against the union solely on the ground that reference order appears to be redundant as there is no mention of the date of regularization of the services of the workers involved in the case.

3. Management in reply to the claim application of the union has stated that 73 persons in I.D. no.32 of 99 are neither workman nor engaged by the railway administration. Workers were working as helper to the vendors and this facility was withdrawn by the railway administration and as such the application moved is misconceived is liable to be rejected.

4. Both the parties have lead oral and documentary evidence in the case but none of the parties appeared to submit arguments.

5. Without going into the merit of the allegations and also considering the fact that I.D. 32 of 99 had been decided against the union in the year 2007, there appears no reason to proceed in the case and to grant any relief to 73 workers who claimed reinstatement and back wages in the present case.

6. Therefore, present application is liable to be rejected and is rejected accordingly and award is passed against the union.

SHUBHENDRA KUMAR, Presiding Officer